The Corporation of the City of Sault Ste. Marie

Regular Meeting of City Council ;

Revised Agenda

Monday, September 21, 2026

5:00 pm

Council Chambers and Video Conference

As a courtesy, meetings are available for viewing on the City's YouTube channel
https://www.youtube.com/user/SaultSteMarieOntario

Pages

1. **Land Acknowledgement**

I acknowledge, with respect, that we are in Robinson-Huron Treaty territory, that the land on which we are gathered is the traditional territory of the Anishinaabe and known as Bawating. Bawating is the home of Garden River First Nation, Batchewana First Nation, the Historic Sault Ste. Marie Metis Council.

2. **Adoption of Minutes** 16 - 33

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that the Minutes of the Regular Council Meeting of August 31, 2026 be approved.

3. **Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda**

4. **Declaration of Pecuniary Interest**

5. **Approve Agenda as Presented**

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen
Resolved that the Agenda for September 21, 2026 City Council Meeting as presented be approved.

6. Presentations

7. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that all the items listed under date September 21, 2026 – Agenda item 7 – Consent Agenda be approved as recommended.

7.1 Municipal Election 2026 34 - 36

A report of the City Clerk is attached for the information of Council.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen
Resolved that the report of the City Clerk dated September 21, 2026 concerning Municipal Election 2026 be received as information.

7.2 2027 Council Meeting Schedule 37 - 40

A report of the City Clerk is attached for the consideration of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that the report of the City Clerk dated September 21, 2026 concerning 2027 Council meeting schedule be received and that the proposed schedule be approved.

7.3 2026 City of Sault Ste. Marie Credit Rating 41 - 49

A report of the Chief Financial Officer and City Treasurer is attached for the information of Council.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Chief Financial Officer and City Treasurer dated September 21, 2026 concerning 2026 City of Sault Ste. Marie Credit Rating be received as information.

7.4 RFP Engineering Services – Peoples Road Stormwater Management Ponds 50 - 51

A report of the Manager of Purchasing is attached for the consideration of Council.

The relevant By-law 2026-144 is listed under item of 12 of the Agenda and will be read with all by-laws under that item.

7.5 National Emergency Management / Forest Firefighting Service 52 - 58

A report of the Deputy CAO Community Development and Enterprise Services is attached for the consideration of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Be it Resolved that the report of the Deputy CAO Community Development and Enterprise Services dated September 21, 2026 concerning the National Emergency Management / Forest Firefighting Service be received and that:

1. Staff continue to monitor federal and provincial wildfire resilience, emergency management, aviation, and aerial firefighting procurement initiatives for opportunities that leverage Sault Ste. Marie's existing strengths;
2. City officials advocate with provincial and federal offices for Sault Ste. Marie's role in future wildfire resilience, training, research, aircraft production, and domestic supply-chain investment opportunities; and
3. Staff report back to Council with a more detailed feasibility assessment, stakeholder engagement, and proposed advocacy approach should a national agency, operational hub, or related site-selection opportunity be advanced by another order of government.

7.6 Watch Tower Convention Agreement 2027 59 - 60

A report of the Director of Community Services is attached for the consideration of Council.

The relevant By-law 2026-139 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.7 Autonomous Systems Testing and Validation Enclave – Progress Update 61 - 70

A report of the Director of Economic Development is attached for the information of Council.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Director of Economic Development dated September 21, 2026 concerning Autonomous Systems Testing and Validation Enclave – Progress Update be received as information.

7.8 Noise By-Law Exemption – Outspoken Oktoberfest 2026 71 - 71

A report of the Manager of Recreation and Culture is attached for the consideration of Council.

The relevant By-law 2026-140 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.9 Algoma Farmers' Market Agreement 2026 72 - 73

A report of the Supervisor of Community Services is attached for the consideration of Council.

The relevant By-law 2026-135 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.10 2028 Ontario Winter Games Transfer Payment Agreement 74 - 75

A report of the Director of Tourism and Community Development is attached for the consideration of Council.

The relevant By-law 2026-145 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.11 Local Blue Economy Growth Funding Agreement 76 - 118

A report of the Sustainability Coordinator is attached for the consideration of Council.

The relevant By-law 2026-147 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.12 Queen Street Improvements – March Street Parkette Additional Fees 119 - 120

A report of the Manager of Design and Transportation is attached for the consideration of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that the report of the Manager of Design and Transportation Engineering dated September 21, 2026 concerning engineering fees for Queen Street Improvements – March Street Parkette be received and that increasing the engineering fee limit in AECOM's agreement be increased by $66,345.

7.13 OLT Appeal – Official Plan Amendment 259 Rural Estate Subdivisions 121 - 122

A report of the City Solicitor is attached for the information of Council.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen
Resolved that the report of the City Solicitor dated September 21, 2026 concerning Official Plan Amendment 259 appeal be received as information.

7.14 Canadian Pacific Welcome Sign (Trunk Road) Agreement 123 - 124

A report of the City Solicitor is attached for the consideration of Council.

The relevant By-law 2026-137 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.15 **Acquisition – Lands on Everett Street** 125 - 127

A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.

The relevant By-law 2026-142 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.16 **Quit Claim Deed – 201 South Market Street** 128 - 129

A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.

The relevant By-law 2026-146 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.17 ***Veterans Memorial Crosswalk*** *130 - 135*

A report of the Manager of Recreation and Culture and the Accessibility Coordinator is attached for the information of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that the report of the Manager of Recreation and Culture and the Accessibility Coordinator dated September 21, 2026, concerning the Veteran's Memorial Crosswalk be received as information.

8. **Reports of City Departments, Boards and Committees**

8.1 **Administration**

8.2 **Corporate Services**

8.3 **Community Development and Enterprise Services**

8.4 **Public Works and Engineering Services**

8.5 **Fire Services**

8.6 **Legal**

8.7 **Planning**

8.7.1 **A-6-26-Z – 1974 Base Line** 136 - 152

A report of the Planner is attached for the consideration of Council.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Planner dated September 21, 2026 concerning rezoning application A-6-26-Z – 1974 Base Line be received and that Council Rezone the Estate Residential (R1) zoned portion of the subject property from Estate Residential Zone (R1) to Estate Residential Zone with a Special Exception (R1.S) to:

1. Permit, in addition to the uses permitted in the R1 zone, an agricultural use limited to the cultivation of vegetables, fruit and horticultural crops, including a greenhouse, hoophouse, as a principal use of the lot whether or not a dwelling exists. (For clarity, the keeping of livestock, beekeeping, retail trade, and fruit and vegetable stands are not permitted on the site);
2. Establish a minimum interior side yard setback to 5 metres for primary and accessory buildings associated with the permitted agricultural use; and
3. Waive Section 9.1.2 (Time Prohibition For Erection of Accessory Buildings) in respect of buildings and structures associated with the permitted agricultural use.

8.7.1.1 Additional Correspondence Received *153 - 154*

8.7.2 A-8-26-Z – 1020 Queen Street East – Planning Act Application 155 - 216

A report of the Planner is attached for the consideration of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that the report of the Planner dated September 21, 2026 concerning rezoning application A-8-26-Z be received and that Council rezone the subject property from Gentle Density Residential (R2) Zone to Gentle Density Residential (R2.S) with a Special Exception with the following provision to permit a Rooming House with a maximum of 18 bedrooms, in addition to those uses already permitted in the Gentle Density Residential (R2) Zone;

And that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.

8.7.2.1 Additional Correspondence Received *217 - 237*

8.7.3 Planning Framework for Data Centres 238 - 255

A report of the Director of Planning and the Planner is attached for the consideration of Council.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Planner and Director of Planning dated September 21, 2026 concerning the proposed planning framework for Data Centres be received as information and that Council instruct staff to proceed

with formal public consultation.

The relevant By-law 2026-138 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

8.7.4 Housing Community Improvement Plan Amendment

256 - 257

A report of the Administrative Clerk – Housing Support is attached for the consideration of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that the report of the Administrative Clerk – Housing Support dated September 21, 2026 concerning Housing Community Improvement Plan Amendment be received and that the following wording be added to Section 2.5.4 Financial Incentive Program Value:

“The applicant may request that the term length of a TIEG be adjusted to align the grant with other funding sources, while maintaining the same overall grant value. Only the duration of the grant payments would change, while the total value of the grant would remain unchanged. This option is only available where a specific TIEG term length is required by an external funding source”.

8.8 Boards and Committees

8.8.1 Compliance Audit Committee Appointments

The Board and Committee Nominating Task Force met on September 15, 2026.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that Karen Fields, Ron Rody, Peter Vaudry, and Ryan White be appointed to the Compliance Audit Committee from November 15, 2026 through November 14, 2030.

9. Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council

9.1 Financial Assistance for Snow Removal

Mover Councillor R. Zagordo

Seconder Councillor M. Bruni
Whereas snow is a geographic reality, not a municipal choice; and

Whereas Northern communities receive substantially more snow and experience more frequent freeze-thaw cycles than many southern Ontario municipalities; and

Whereas winters are unpredictable in northern Ontario communities;and

Whereas a municipality can responsibly establish a snow removal budget based on historical averages, but one exceptionally severe winter can result in millions of dollars in additional costs; and

Whereas Northern municipalities have smaller population and tax bases; and

Whereas an unexpected $1-3 million snow removal overage can have a much greater impact on residents than the same percentage increase in a larger municipality; and

Whereas municipalities cannot simply decide to stop clearing roads because the budget has been exhausted. Roads must remain safe and accessible for emergency services, schools, businesses, workers, and residents; and

Whereas municipalities are increasingly dealing with unpredictable weather events, making traditional annual budgeting more difficult; and

Whereas without assistance municipalities may have to draw down reserves, defer infrastructure projects, or impose unexpected tax increases; and

Whereas Northern communities support mining, forestry manufacturing, transportation, tourism, and other industries that benefit Ontario as a whole. Keeping Northern transportation networks functioning is not simply a local benefit;

Now Therefore Be It Resolved that the City of Sault Ste. Marie advocates to the provincial and federal governments for the establishment of a cost-sharing program to provide financial assistance to eligible Northern Ontario municipalities when documented snow-removal expenses exceed a predetermined percentage of their approved annual snow-removal budget due to extraordinary winter conditions.

9.2 Ontario Big City Mayors

Mover Councillor S. Hollingsworth

Seconder Councillor M. Bruni

Whereas the Ontario Big City Mayors (OBCM) is lobbying the Provincial government to review the *Mental Health Act* and the *Health Care Consent Act*; and

Whereas the lobbying arises from concerns across Ontario that the addiction and mental health crisis continues to worsen in communities across Ontario; and

Whereas the City and its residents want to see improvements to the issues commonly faced in our community, including drug use in business doorways, sleeping or otherwise encroaching on private property, thefts, and general disorder associated with the drug use; and

Whereas municipalities have neither the tax base nor the healthcare resources, nor are they able to control the resources put towards the judicial system that are needed to solve this complex issue that is impacting people of all ages; and

Whereas recovery models that provide not just withdrawal, but include two in-house steps involving 24-hour therapy, have proven more successful at rehabilitating drug users. One of the most successful models with a 84% success rate is Fresh Start, practiced in Alberta; and

Whereas the City encourages the Province to review the success of the Fresh Start model, and consider implementing it in Ontario for the benefit of communities across the Province; and

Whereas advocates for this model, including the Mayor of Barrie have stated that the objective of addiction treatment must move beyond simply intervening, and focus on dealing with recovery, all the while ensuring those who are not yet in recovery follow the expectations of a civil society;

Now Therefore Be it Resolved that the City of Sault Ste. Marie support the OBCM campaign calling for a recovery-focused approach that will;

- Expand timely access to recovery and treatment programs;
- Create a dedicated ministry with appropriate funding;
- Review the *Mental Health Act* and the *Healthcare Consent Act;*
- Expand addiction treatment and rehabilitation programming within provincial and federal correctional institutions; and
- Treat the current state of affairs as an urgent issue that demands immediate intervension;

Further that the City make available until December 31, 2026 a petition with the signatures of concerned citizens to be forwarded to the Provincial Minister of Health, MP Terry Sheehan, the Minister of Mental Health, and the OBCM.

9.3 Downtown Policing

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Whereas the purpose of Division 2 of the Sault Ste. Marie Police Service is to increase the visibility and compassionate enforcement in the downtown of Sault Ste. Marie; and

Whereas the Division 2 Unit is led by a Sergeant and, depending on the priorities of the day, these officers work a variety of shifts, days, afternoons and nights, and patrol the downtown on bicycle, on foot, or in cruisers; and

Whereas the City, in partnership with Sault Ste. Marie Police, understood the needs of the downtown require additional attention, hence the establishment of Division 2 to enhance security, connect with the public and business owners; and

Whereas currently Division 2 offers patrol services and members of the canine unit. central support bureau and traffic services and contains key community partners such as Crime Stoppers and Victim Services of Algoma;

Now Therefore Be It Resolved that Council request the Chief of Police to update Council in Q1 2027 on the effectiveness of Division 2 preventing crime in the downtown core and determine if the mandate of Division 2 requires to be revamped by increasing police presence to possibly 24-hours, 7 days a week.

9.4 Zone Map Inventory

Mover Councillor S. Hollingsworth

Seconder Councillor S. Spina

Whereas the Comprehensive Zoning By-law was initially passed by Council in 2005; and

Whereas there have been numerous textual and site-specific property amendments to keep the by-law current and implement gentle density regulations to facilitate higher residential densities throughout the community, but there has not been a comprehensive review of how various zones are applied throughout the community;

Now Therefore Be It Resolved that staff be directed to complete an inventory of all zones and determine if they are appropriate for the property or area upon which they are applied, and report back to Council with any recommended rezonings.

9.5 Complementary Strategic Positioning (Sault Port Project)

Mover Councillor C. Gardi

Seconder Councillor M. Scott

Whereas Sault Ste. Marie is strategically positioned at the geographic heart of Northern Ontario's key natural resources, situated directly at the nexus of Lake Superior and Lake Huron, surrounded by unmatched freshwater abundance, timber reserves, and critical battery minerals; and

Whereas the City of Sault Ste. Marie is actively working in partnership with the Hamilton-Oshawa Port Authority (HOPA) to secure federal and provincial funding for our multi-modal port development; and

Whereas Prime Minister Mark Carney's inaugural Canada Investment Summit explicitly prioritizes global capital deployment into critical mineral supply chains, green infrastructure, multi-modal transport, and industrial decarbonization to diversify trade and position Canada as a stable global economic hub; and

Whereas federal and provincial funding frameworks heavily favour multi-jurisdictional proposals that demonstrate direct alignment with national investment summits, international supply chain resilience, and major private-capital deployment; and

Whereas integrating a Northern Critical Resource and Zero-Emission Marine Logistics Gateway into the port project creates a national investment-ready asset – combining midstream critical mineral transshipment, forestry

bioproduct exports, and a specialized green retrofitting hub for Great Lakes marine vessel and rail transport;

Now Therefore Be It Resolved that City Council direct staff to collaborate with HOPA and local economic development partners to explore the possibility of devising a complementary strategic positioning document and, if possible, update ongoing federal and provincial port funding applications, specifically operationalizing:

1. *Midstream Mineral and Biomass Handling Infrastructure:* Dedicated, low-emission transshipment capacity for critical minerals, bio-economy products, and clean steel entering Great Lakes trade corridors;
2. *Green Fleet Retrofit and Refueling Capacity*: Infrastructure design features supporting alternative marine fuels (such as hydrogen or electric shore power) to position Sault Ste. Marie as a primary green marine corridor hub; and
3. *Federal-Provincial Strategic Alignment and Investment Strategy:* A formal joint submission and outreach plan framing the Sault Ste. Marie port project not merely as local infrastructure, but as an indispensable, zero-emission supply chain engine designed to attract major institutional capital, complement the Canada Investment Summit agenda, and strengthen North American resource security.

10. Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that all By-laws under item 12 of the Agenda under date September 21, 2026 be approved.

12.1 By-laws before Council to be passed which do not require more than a simple majority

12.1.1 By-law 2026-135 (Agreement) The Algoma Farmers' Market

258 - 262

A report from the Supervisor of Community Services is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-law 2026-135 being a by-law to authorize the execution of the Agreement between the City and The Algoma Farmers' Market for the operation of The Algoma Farmers' Market at the Roberta Bondar Park be passed in open Council this 21st day of September, 2026.

12.1.2 **By-law 2026-136 (Appointments) Humane Society Enforcement Officers** 263 - 264

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-law 2026-136 being a by-law to appoint Municipal By-Law Enforcement Officers and Provincial Offences Officers to enforce City animal control by-laws be passed in open Council this 21st day of September, 2026.

12.1.3 **By-law 2026-137 (Agreement) Canadian Pacific Railway Company (CP) Welcome Sign** 265 - 316

A report from the City Solicitor is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-law 2026-137 being a by-law to authorize the execution of the Agreement between the City and Canadian Pacific Railway Company (CP) for permission to maintain a welcome sign on CP's property be passed in open council this 21st day of September, 2026.

12.1.4 **By-law 2026-138 (Interim Control) Data Centres** 317 - 319

A report from the Director of Planning and Planner is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-law 2026-138 being a by-law to prohibit certain large-scale data centre uses pending the completion of a land use planning study be passed in open Council this 21st day of September, 2026.

12.1.5 **By-law 2026-139 (Agreement) Watch Tower Bible and Tract Society of Canada 2027** 320 - 329

A report from the Director of Community Services is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-law 2026-139 being a by-law to authorize the execution of the Agreement between the City and the Watch Tower Bible and Tract Society of Canada for the Watch Tower Convention 2027 be passed in open Council this 21st day of September, 2026.

12.1.6 **By-law 2026-140 (Regulations) Outspoken Oktoberfest Noise Exemption** 330 - 330

A report from the Manager of Recreation and Culture is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-law 2026-140 being a by-law to exempt the Outspoken

Oktoberfest on October 3, 2026 from 3:00 p.m. to 12:30 a.m. (being October 4, 2026) from Noise Control By-law 80-200 be passed in open Council this 21st day of September, 2026.

12.1.7 By-law 2026-141 (Traffic) Amend Schedule “F” and Adding Sidewalk and Hub Trail Closures to Traffic By-law 77-200 331 - 332

Council Reports were passed by Council resolution on March 17, 2025 and August 31, 2026.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-law 2026-141 being a by-law to amend Schedule “F” and adding Sidewalk and Hub Trail Closures to Traffic By-law 77-200 be passed in open Council this 21st day of September, 2026.

12.1.8 By-law 2026-142 (Property Acquisition) Everett Street PIN 31570-0211 (Lidanri Holdings Inc.) 333 - 334

A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-law 2026-142 being a by-law to authorize the acquisition of property located on Everett Street being PIN 31570-0211 (LT) (Lidanri Holdings Inc.) be passed in open Council this 21st day of September, 2026.

12.1.9 By-law 2026-143 (Street Assumption) Shannon Road Part Block 11 RCP H721 335 - 336

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-law 2026-143 being a by-law to assume for public use and establish as a public street that portion of Shannon Road described as PART PIN 31502-0744 (LT) PART OF BLOCK 11, RCP H721, SAULT STE. MARIE be passed in open Council this 21st day of September, 2026.

12.1.10 By-law 2026-144 (Engineering) Peoples Road Stormwater Management Ponds (AECOM Canada ULC) 337 - 409

A report from the Manager of Purchasing is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-law 2026-144 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada ULC to award the provision of engineering services associated with design and contract administration for the Peoples Road, Stormwater Management Ponds, be

passed in open Council this 21st day of September, 2026.

12.1.11 By-law 2026-145 (Agreement) Ontario Winter Games Transfer Payment Agreement 2028 410 - 456

A report from the Director of Tourism and Community Development is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-law 2026-145 being a by-law to authorize the execution of the Agreement between the City and His Majesty the King in right of Ontario as represented by the Minister of Sport for Sault Ste. Marie to host the 2028 Ontario Winter Games February 11-14, 2028 and February 18-21, 2028 be passed in open Council this 21st day of September, 2026.

12.1.12 By-law 2026-146 (Delegation) Quit Claim Deed – 201 South Market Street 457 - 459

A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-law 2026-146 being a by-law to authorize the City Solicitor and his designate, in the name of the Corporation to execute and affix the seal of the Corporation to the Quit Claim Deed to correct the ownership interest of the lands and premises known municipally as 201 South Market Street and legally described as PT LOT 18 RCP H724 ST. MARY'S PT 2 1R3709 SAVE AND EXCEPT PT 1 1R9475; CITY OF SAULT STE. MARIE, being PIN 31502-0809(R) be passed in open Council this 21st day of September, 2026.

12.1.13 By-law 2026-147 (Agreement) Great Lakes and St. Lawrence Cities Initiative Local Blue Economy Growth Fund (LBEG Fund) 460 - 500

A report from the Sustainability Coordinator is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-law 2026-147 being a by-law to authorize the execution of the Agreement between the City and Great Lakes and St. Lawrence Cities Initiative Local Blue Economy Growth Fund (LBEG Fund) for the End-to-End Microplastic Isolation and Quantum Detection Pilot Funding Agreement be passed in open Council this 21st day of September, 2026.

12.2 By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority

12.3 By-laws before Council for THIRD reading which do not require more than a

simple majority

13. Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda

14. Closed Session

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen
Resolved that this Council move into closed session to discuss:

- Two items concerning the proposed acquisition of land;
- One item concerning the proposed disposition of land; and
- One item that is subject to solicitor-client privilege

Further Be It Resolved that should the said closed session be adjourned, the Council may reconvene in closed session to continue to discuss the same without the need for a further authorizing resolution.

Municipal Act, RSO 2001, s. 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board; 2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose

15. Adjournment

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen
Resolved that this Council now adjourn.

REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, August 31, 2026
5:00 pm
Council Chambers and Video Conference

Present:	Mayor M. Shoemaker, Councillor S. Hollingsworth, Councillor S. Spina, Councillor L. Dufour, Councillor L. Vezeau-Allen, Councillor A. Caputo, Councillor M. Bruni, Councillor S. Kinach (by video), Councillor C. Gardi, Councillor M. Scott
Absent:	Councillor R. Zagordo
Officials:	T. Vair, R. Tyczinski, S. Hamilton Beach, B. Lamming, J. King, S. Facey, N. Thibault, P. Tonazzo, C. Rumiel, D. Perri, N. Thomas, F. Coccimiglio, R. Van Staveren, E. Cormier, M. McAuley, A. Nicholson, M. Zuppa, T. Vecchio, K. Pulkkinen

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14. Closed Session

Moved by: Councillor L. Vezeau-Allen
Seconded by: Councillor C. Gardi

Resolved that this Council move into closed session to discuss advice that is subject to solicitor-client privilege; and

Further Be It Resolved that should the said closed session be adjourned, the Council may reconvene in closed session to continue to discuss the same without the need for a further authorizing resolution.

Municipal Act, RSO 2001, s. 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose

Carried

Acting Mayor S. Spina assumed the Chair.

1. Land Acknowledgement

2. Adoption of Minutes

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Hollingsworth

Resolved that the Minutes of the Regular Council Meeting of August 10, 2026 be approved.

Carried

3. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda

4. Declaration of Pecuniary Interest

5. Approve Agenda as Presented

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Spina

Resolved that the Agenda for August 31, 2026 City Council Meeting as presented be approved.

Carried

6. Presentations

7. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda

Mayor S. Shoemaker resumed the Chair.

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Hollingsworth

Resolved that all the items listed under date August 31, 2026 – Agenda item 7 – Consent Agenda be approved as recommended.

Carried

7.1 Mid-Year Update 2026 – Corporate Strategic Plan

The report of the CAO was received by Council.

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Spina

Resolved that the report of the CAO dated August 31, 2026 concerning mid-year update of the Corporate Strategic Plan 2024-2027 actions and metrics be received as information.

Carried

7.2 AMO Conference 2026

The report of the CAO was received by Council.

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Spina

Resolved that the report of the CAO dated August 31, 2026 concerning AMO Conference 2026 be received as information.

Carried

7.3 Second Quarter Financial Report – June 30, 2026

The report of the Chief Financial Officer and City Treasurer was received by Council.

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Chief Financial Officer and City Treasurer dated August 31, 2026 concerning Second Quarter Financial Report to June 30, 2026 be received as information.

Carried

7.4 Tender Building Controls and Mechanical/Electrical Upgrades – Public Library

The report of the Manager of Purchasing was received by Council.

The relevant By-law 2026-132 is listed under item 12 of the Minutes.

7.5 Maintenance and Repair Services, One Loader – Public Works Landfill Division

The report of the Manager of Purchasing was received by Council.

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Spina

Resolved that the report of the Manager of Purchasing dated August 31, 2026 concerning Maintenance and Repair Services on Loader as required by Public Works – Landfill Division be received and that service from Toromont Industries Ltd. at $137,280 plus HST be approved.

Carried

7.6 Pointe des Chenes Subsequent RFP

The report of the Deputy CAO Community Development and Enterprise Services was received by Council.

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated August 31, 2026 concerning Pointe des Chenes Request for Proposals be received and that an RFP for an operator(s) of a complementary business adjacent to the Pointe des Chenes day park identified in Appendix A be approved.

Carried

7.7 City Awards 2026

The report of the Manager of Recreation and Culture was received by Council.

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Spina

Resolved that the report of the Manager of Recreation and Culture dated August 31, 2026 concerning City Awards 2026 be received and that the:

- Community Development Award be awarded to the Shoppes on TransCanada;
- Community Recognition Award be awarded to the Indigenous Friendship Centre;
- Heritage Award be awarded to Myril Lynn Brason Lediett; and
- Sports Hall of Fame be awarded to Don Martone and Brent Fryia.

Carried

7.8 Sault Ste. Marie Charging Infrastructure Roadmap

The report of the Sustainability Coordinator was received by Council.

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Sustainability Coordinator dated August 31, 2026 concerning the Sault Ste. Marie Charging Infrastructure Roadmap be received and that Council:

- Approve the Sault Ste. Marie Charging Infrastructure Costing Roadmap Report as a planning document;
- Direct staff to use the Roadmap’s lower-cost scenarios to guide future implementation, where operationally feasible, and to phase in charging infrastructure over time, subject to available funding, Council approval, fleet replacement timing, utility coordination, and procurement requirements; and
- Direct that any implementation requiring new municipal funding be brought forward through the annual budget process, external funding applications, or a subsequent Council report.

Carried

7.9 Home Energy Loan Program Design Study

The report of the Sustainability Coordinator was received by Council.

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Spina

Resolved that the report of the Sustainability Coordinator dated August 31, 2026 concerning the Home Energy Loan Program Design Study be received as information.

Carried

7.10 Winter Control – Review of Options for Enhanced Service

The report of the Deputy CAO, Public Works and Engineering Services and the Director of Public Works was received by Council.

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Deputy CAO, Public Works and Engineering Services and the Director of Public Works dated August 31, 2026 concerning Winter Control be received and that Council direct staff to:

- Refer winter control averaging and other service level enhancements to 2027 budget deliberations;
- In consultation with private snow removal contractors, prepare a licensing by-law for Council's consideration, with the intention of having it take effect prior to the 2027/2028 winter season; and
- That changes be made to the appropriate bylaws or policies to:
    - only replace mailboxes that were damaged from direct contact with snow clearing equipment, and not heavy snow, slush, or ice;
    - Close all sections of the Hub Trail that do not receive winter maintenance from November 1 to April 30 each year; and
    - Close all sections of sidewalk that do not receive winter maintenance from November 1 to April 30 each year.

Carried

7.11 2026 Asset Management Planning Progress Report

The report of the Manager of Development and Environmental Engineering was received by Council.

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Development and Environmental Engineering dated August 31, 2026 concerning the 2026 Asset Management Planning Progress be received and that Council acknowledge the annual review of the City's Asset Management Plan in accordance with section 9 of *Ontario Regulation 588/17, Asset Management Planning for Municipal Infrastructure*.

Carried

7.12 Traffic Study – Wellington Street East and Shannon Road Traffic Signal

The report of the Manager of Design and Transportation Engineering was received by Council.

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Spina

Resolved that the report of the Manager of Design and Transportation Engineering dated August 31, 2026 concerning Traffic Study – Wellington Street East and Shannon Road be received as information.

Carried

7.13 2025 Annual Report

The report of the Fire Chief was received by Council.

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Fire Chief dated August 31, 2026 concerning 2025 Annual Report be received as information.

Carried

7.14 Impacts of New Mandatory Firefighter Certification Legislation

The report of the Fire Chief was received by Council.

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Spina

Resolved that the report of the Fire Chief dated August 31, 2026 concerning the Impacts of New Mandatory Firefighter Certification Legislation be received as information.

Carried

7.15 Vehicle for Hire By-law Update

The report of the City Solicitor and Deputy City Clerk was received by Council.

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Hollingsworth

Resolved that the report of the City Solicitor and Deputy City Clerk dated August 31, 2026 concerning Vehicle-for-Hire By-law Update be received as information.

Carried

7.16 Access to Land – 89, 0 and 0 Hudson Street – Update

The report of the Assistant City Solicitor/Senior Litigation Counsel and Director of Planning was received by Council.

The relevant By-law 2026-133 is listed under item 12 of the Minutes.

7.17 Community Improvement Plan Amendment Deferral

The report of the Administrative Clerk – Housing Support was received by Council.

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Spina

Resolved that the report of the Administrative Clerk – Housing Support dated August 31, 2026 concerning an amendment to the Community Improvement Plan be postponed to September 21, 2026.

Carried

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.7 Planning

Acting Mayor S. Spina was in the Chair for Planning.

8.7.1 A-6-26-Z 1974 Base Line – Postponement

The report of the Planner was received by Council.

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Hollingsworth

Be it Resolved that the report of the Planner dated August 31, 2026 concerning rezoning application A-6-26-Z 1974 Base Line be received and that consideration of the application be postponed to September 21, 2026.

Carried

8.7.2 A-8-26-Z – 1020 Queen Street East

The report of the Planner was received by Council.

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Spina

Resolved that the report of the Planner dated August 31, 2026 concerning *Planning Act* application A-8-26-Z be received and that Council rezone the subject property from Gentle Density Residential (R2) Zone to Gentle Density Residential (R2.S) with a Special Exception to permit a Rooming House with a maximum of 18 bedrooms, in addition to those uses already permitted in the Gentle Density Residential (R2) Zone.

And that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.

Postponed

Amendment:
Moved by: Councillor L. Vezeau-Allen
Seconded by: Councillor L. Dufour

Resolved that Application A-8-26-Z – 1020 Queen Street East be postponed to September 21, 2026 to facilitate a neighbourhood meeting.

Carried

8.8 Boards and Committees

9. Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council

9.1 Municipal Framework for Data Centres

Moved by: Councillor L. Dufour
Seconded by: Councillor S. Hollingsworth

Be it Resolved that staff be directed to develop a municipal framework for data centre development in Sault Ste Marie, a draft of which should be presented to Council at the September 21, 2026 Council meeting for initiation of public consultations following said meeting.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			

Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo				X
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	**10**	**0**	**0**	**1**

Carried

9.2 Interim Control By-law – Large Scale Data Centres

Moved by: Councillor A. Caputo
Seconded by: Councillor L. Vezeau-Allen

Whereas the City of Sault Ste. Marie has not yet established a comprehensive land use policy framework to evaluate the impacts of large-scale data centre developments; and

Whereas large-scale data centres present significant considerations related to energy consumption, infrastructure capacity, water use, noise, and compatibility with surrounding land uses; and

Whereas section 38 of the *Planning Act* authorizes a municipality to enact an Interim Control Bylaw to prohibit or regulate the use of land, buildings, or structures while a study is undertaken;

Now Therefore Be It Resolved that Council direct staff to prepare an Interim Control By-law to be brought forward at the September 21, 2026 Council meeting, imposing a moratorium on the submission, acceptance, and approval of applications for data centre uses over 50 megawatts within the City of Sault Ste. Marie pending approval of a municipal framework for data centres.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			

Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo				X
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	**10**	**0**	**0**	**1**

Carried

Amendment:
Moved by: Councillor S. Kinach
Seconded by: Councillor M. Scott

Resolved that the main motion be amended by:

- adding the words "until March 31, 2027" after the word moratorium and before the words "on the submission" in the operational clause;
- replacing the words "large-scale" with the word "new" before the words "data centre uses within the City" in the operational clause; and
- adding the words "to allow staff time to develop a municipal framework for data centre development." at the end of the operational clause.

Officially Read and Not Dealt With

9.3 Outdoor Rink at Mike Zuke Memorial Park

Moved by: Councillor M. Scott
Seconded by: Councillor C. Gardi

Whereas Mike Zuke was a revered figure in Sault Ste. Marie whose dedication to youth, athletics, and neighbourhood unity left an indelible mark on our community, most notably within the Bayview neighbourhood; and

Whereas the outdoor rink at Mike Zuke Memorial Park historically served as a vital hub for winter recreation, outdoor activity, and community gathering for residents and families in the area; and

Whereas restoring winter recreational infrastructure at Mike Zuke Memorial Park honours Mike Zuke's enduring legacy while enhancing access to free, neighbourhood-based sports and healthy active living opportunities;

Now Therefore Be It Resolved that staff be requested to investigate and prepare a comprehensive report on the feasibility and costs associated with reopening and operating an outdoor rink at Mike Zuke Memorial Park; and

Further Be It Resolved that staff bring this report back for Council's consideration in time for the 2027 budget deliberations.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo				X
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	**10**	**0**	**0**	**1**

Carried

9.4 Financial Assistance for Snow Removal

Moved by: Councillor R. Zagordo
Seconded by: Councillor M. Bruni

Whereas snow is a geographic reality, not a municipal choice; and

Whereas Northern communities receive substantially more snow and experience more frequent freeze-thaw cycles than many southern Ontario municipalities; and

Whereas winters are unpredictable in northern Ontario communities;and

Whereas a municipality can responsibly establish a snow removal budget based on historical averages, but one exceptionally severe winter can result in millions of dollars in additional costs; and

Whereas Northern municipalities have smaller population and tax bases; and

Whereas an unexpected $1-3 million snow removal overage can have a much greater impact on residents than the same percentage increase in a larger municipality; and

Whereas municipalities cannot simply decide to stop clearing roads because the budget has been exhausted. Roads must remain safe and accessible for emergency services, schools, businesses, workers, and residents; and

Whereas municipalities are increasingly dealing with unpredictable weather events, making traditional annual budgeting more difficult; and

Whereas without assistance municipalities may have to draw down reserves, defer infrastructure projects, or impose unexpected tax increases; and

Whereas Northern communities support mining, forestry manufacturing, transportation, tourism, and other industries that benefit Ontario as a whole. Keeping Northern transportation networks functioning is not simply a local benefit;

Now Therefore Be It Resolved that the City of Sault Ste. Marie advocates to the provincial and federal governments for the establishment of a cost-sharing program to provide financial assistance to eligible Northern Ontario municipalities when documented snow-removal expenses exceed a predetermined percentage of their approved annual snow-removal budget due to extraordinary winter conditions.

To be dealt with September 21, 2026

9.5 Public Toilet Access

Moved by: Councillor L. Vezeau-Allen
Seconded by: Councillor C. Gardi

Whereas in June of 2024 a motion passed to request staff to investigate and report on the possibility of self-cleaning toilets; and

Whereas the report and budget from staff for one self-cleaning toilet was not approved by Council in October of 2024; and

Whereas having access to toilet facilities is a basic human need and right, and those living unhoused have limited options for access to toilet facilities on a daily basis; and

Whereas citizens, business owners, and patrons have expressed concerns regarding the presence of human waste in various public spaces; and

Whereas it is a public health issue that we all have toilet access;

Now Therefore Be It Resolved that staff be requested to:

- Do an inventory of public accessible toilets to the general public, including times of operation and any access restrictions;
- Connect with community organizations, including but not limited to: Canadian Mental Health Association, SOYA, John Howard Society, Lotus House, Algoma Youth Wellness Hub, Hart Hub and others; to identify gaps in service hours for toileting access for the general public, including times of service and area of need

And from those results make recommendations for solutions for the unhoused to have daily access to toilets in identified areas of need.

	For	Against	Conflict	Absent
Mayor M. Shoemaker		X		
Councillor S. Hollingsworth		X		
Councillor S. Spina		X		
Councillor L. Dufour		X		
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo				X
Councillor M. Bruni		X		
Councillor S. Kinach		X		
Councillor C. Gardi	X			
Councillor M. Scott		X		
Results	**3**	**7**	**0**	**1**

Defeated

9.6 Base Line and Carpin Beach Road Intersection

Moved by: Councillor M. Scott
Seconded by: Councillor C. Gardi

Whereas the intersection of Base Line and Carpin Beach Road experiences high volumes of daily traffic, including regular vehicular, school bus, and pedestrian movement; and

Whereas R.M. Moore Public School and the Child Care Algoma daycare operating inside the facility are located directly on this corner, resulting in concentrated daily drop-off and pick-up activity involving young children and families; and

Whereas ensuring the immediate safety and protection of students, parents, staff, and vulnerable road users navigating this school zone is of paramount importance;

Now Therefore Be It Resolved that City Council direct staff to install a four-way stop at the intersection of Base Line and Carpin Beach Road.

	For	Against	Conflict	Absent
Mayor M. Shoemaker		X		
Councillor S. Hollingsworth		X		
Councillor S. Spina	X			
Councillor L. Dufour		X		
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo				X
Councillor M. Bruni		X		
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	**6**	**4**	**0**	**1**
				Carried

Amendment:
Moved by: Councillor S. Hollingsworth
Seconded by: Councillor M. Bruni

Resolved that this motion be postponed to September 21, 2026 pending consultation with Algoma District School Board.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina		X		
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen		X		

Councillor A. Caputo		X		
Councillor R. Zagordo				X
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi		X		
Councillor M. Scott		X		
Results	**5**	**5**	**0**	**1**

Tied, Defeated

9.7 Lawson Avenue Bus Stop

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Spina

Whereas the City of Sault Ste. Marie implemented the Soo Loops transit service redesign in June 2026, which included the removal of the bus stop on Lawson Avenue; and

Whereas the removal of this stop has forced residents in the Manitou Park area to walk up to an additional four blocks to access the nearest available transit stop; and

Whereas the Manitou Park transit corridor serves a significant population, including seniors and residents living with disabilities, for whom extended walking distances present a meaningful barrier to accessing public transit; and

Whereas the Manitou Park neighbourhood is characterized by historically narrow roadways and a complete absence of sidewalks, creating potential safety concerns for pedestrians, particularly for those with mobility challenges; and

Whereas residents face an imminent return to harsh winter conditions, which will substantially decrease already narrow road width, effectively increasing safety concerns and presenting a major barrier to transit access to the most vulnerable users in this community; and

Whereas access to public transit is a matter of equity, safety, and community inclusion;

Now Therefore Be It Resolved that City Council direct Transit Services staff to immediately review the removal of the Lawson Avenue bus stop and report back to Council within 30 days with:

- A detailed assessment of the pedestrian safety conditions along the affected route, including planned winter maintenance for sidewalk coverage and roads in the area;
- A recommendation on the reinstatement of the Lawson Ave bus stop, or an acceptable alternative that meaningfully reduces the travel burden for affected residents;

- An interim safety plan for the approaching winter season, should reinstatement not be immediately feasible; and
- Undertake consultation directly with affected residents of the Manitou Park area as part of this review process.

Officially Read and Not Dealt With

9.8 US Tariffs

Moved by: Councillor C. Gardi
Seconded by: Councillor S. Spina

Whereas the Government of Canada recently ceased negotiations with the U.S. government on a proposed tariff; and

Whereas the unsuccessful negotiations mean that 50% steel tariffs remain in place for the foreseeable future; and

Whereas an effect of the unsuccessful negotiations is that new U.S. tariffs have been placed on Canadian goods, and new counter-tariffs have been placed by Canada on American goods; and

Whereas tariffs are ultimately paid for by consumers, and the cost of doing business will increase as a result of these new tariffs for the City of Sault Ste. Marie;

Now Therefore Be It Resolved that Council direct administration to take whatever actions are necessary, including changing purchase orders or finding alternative products to purchase to mitigate or avoid cost increases as a result of tariffs.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo				X
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			

Councillor M. Scott	X			
Results	**10**	**0**	**0**	**1**

Carried

10. Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Spina

Resolved that all By-laws under item 12 of the Agenda under date August 31, 2026 be approved.

Carried

12.1 By-laws before Council to be passed which do not require more than a simple majority

12.1.1 By-law 2026-132 (Agreement) R.F. Contracting Inc. Public Library Upgrades at 50 East Street (Building Controls and Mechanical Electrical)

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Spina

Resolved that By-law 2026-132 being a by-law to authorize the execution of the Agreement between the City and R.F. Contracting Inc. to award the services for Building Management System (BMS) Controls and Mechanical/Electrical Upgrades at the Sault Ste. Marie Public Library located at 50 East Street be passed in open Council this 31st day of August, 2026.

Carried

12.1.2 By-law 2026-133 (Property Sale) Hudson Street Properties (Raising the Roof Chez Toit) Amend By-law 2026-102

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Spina

Resolved that By-law 2026-133 being a by-law to amend By-law 2026-102, which authorizes the sale of surplus property being civic 89 Hudson Street, civic 0 Hudson Street, and civic 0 Hudson Street, legally described in PIN 31578-0239 (LT), PIN 31578-0278 (LT) and PIN 31578-0279 (LT) to Raising the Roof Chez Toit be passed in open Council this 31st day of August, 2026.

Carried

12.1.3 By-law 2026-134 (Engineering) AECOM Canada ULC Landfill Cell 1 Expansion 402 Fifth Line East

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Spina

Resolved that By-law 2026-134 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada ULC to award the provision of engineering services for the Landfill Cell 1 Expansion at 402 Fifth Line East be passed in open Council this 31st day of August, 2026.

Carried

12.2 By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority

12.3 By-laws before Council for THIRD reading which do not require more than a simple majority

12.3.1 By-law 2026-99 (Streets) Name Change For A Portion of Anita Boulevard

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Spina

Resolved that By-law 2026-99 being a by-law to rename a portion of Anita Boulevard described as PIN 31559-0054 (LT), being Part 1 Plan 1R-14352 and Part PIN 31559-0056 (LT), being Part 2 Plan 1R-14352, to Team Jacobs Way be read a THIRD time in open Council and passed this 31st day of August, 2026.

Carried

13. Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda

15. Adjournment

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Spina

Resolved that this Council now adjourn.

Carried

_____

Mayor

_____

City Clerk

The Corporation of the
City of Sault Ste. Marie

C O U N C I L R E P O R T

September 21, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Rachel Tyczinski, City Clerk
DEPARTMENT:	Corporate Services
RE:	Municipal Election 2026

Purpose

The purpose of this report is to provide Council with information concerning the upcoming 2026 Municipal Election.

Background

Municipal elections are governed by the *Municipal Elections Act, 1996*. Regular municipal elections are held every four years. The next municipal election will take place on Monday, October 26, 2026.

Analysis

Advance Voting

Advance voting will take place at the Bay Street Active Living Centre 55+, 619 Bay Street on:

Wednesday, October 7 – noon to 7 p.m.
Saturday, October 10 – 10 a.m. to 6 p.m.
Wednesday, October 14 – noon to 7 p.m.
Saturday, October 17 – 10 a.m. to 6 p.m.

Advance vote days at the Bay Street Active Living Centre 55+ will have enhanced accessibility options available, including an accessible ballot marking device allowing electors with disabilities to vote independently. The elector can be provided with a hand-held device (or paddle or sip-and-puff device) and a set of headphones to navigate through an audio version of the ballot.

In an effort to support urban Indigenous electors, special advance voting will also be available at the Indigenous Friendship Centre, 122 East Street on:

Tuesday, October 13 – 11 a.m. to 6 p.m.
Tuesday, October 20 – 11 a.m. to 6 p.m.

Voting from Home

Electors who are unable to attend a voting location without unreasonable difficulty may register to vote from home. An election team will bring a ballot to the elector at home. Voting from home will take place during the week of October 19, 2026.

Vote-by-Mail
Qualified electors may register to vote by mail. Once they register through www.saultstemarie.ca/waystovote they will be mailed a vote-by-mail kit which can be completed and mailed or dropped off to the Ronald A. Irwin Civic Centre. The deadline to register for vote-by-mail is September 25, 2026.

Proxy Voting
A qualified elector may appoint another qualified elector to vote on their behalf. A family member may be appointed as the proxy for several family members; however, a non-family member may only act as a proxy for one elector.

Voters List
The Voters List for the 2026 election is being administered through Elections Ontario; however, the Municipal Property Assessment Corporation (MPAC) retains control over amendments to school board support. Although there are only two school trustee races in 2026 (Wards 2 and 4), electors will be encouraged to check their information on the Voters List www.saultstemarie.ca/voterslist and amend as necessary.

Clerk's Office staff will be available at candidate debates, etc., to facilitate electors checking their information on the Voters List.

Vote Counting Equipment
As Council is aware, tabulators will be used to count ballots on Voting Day. Tabulators are not connected to the Internet.

Online Portals
An online candidate portal is available to allow candidates access to documents and forms, including the electronic Voters List. A portal is also available on the City's website for electors to register to vote by mail and to check Voters List information.

Financial Implications
The costs associated with these initiatives are funded through the 2026 municipal election budget.

Strategic Plan / Policy Impact / Climate Impact
Municipal elections are not specifically articulated in the Corporate Strategic Plan; however, these initiatives align with the delivery of excellent customer service.

There is no climate impact.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk dated September 21, 2026, concerning Municipal Election 2026 be received as information.

Respectfully submitted,

Rachel Tyczinski
City Clerk
705.759.5391
r.tyczinski@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

C O U N C I L R E P O R T

September 21, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Rachel Tyczinski, City Clerk
DEPARTMENT:	Corporate Services
RE:	2027 Council Meeting Schedule

Purpose
The purpose of this report is to obtain Council approval of the 2027 Council meeting schedule.

Background
Not applicable.

Analysis
The proposed Council meeting schedule provides for the pattern of meeting dates as set out in the procedure by-law (approximate three-week intervals). The schedule takes into account public holidays in 2027, the Rural Ontario Municipal Association conference dates, March break, and Association of Municipalities of Ontario conference dates.

As 2026 is an election year, the 2027 budget will be approved in February 2027. The 2028 budget will be approved in December 2027.

Financial Implications
There is no financial impact.

Strategic Plan / Policy Impact / Climate Impact
This is an operational matter not articulated in the corporate Strategic Plan.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk dated September 21, 2026 concerning 2027 Council meeting schedule be received and that the proposed schedule be approved.

Respectfully submitted,

Rachel Tyczinski
City Clerk
705.759.5391
r.tyczinski@cityssm.on.ca

The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6
saultstemarie.ca | 705.759.2500 | info@cityssm.on.ca

2027 Council Meeting Schedule

January 11

February 1 – Preliminary Budget
February 8
February 16 – Budget
February 17 – Budget (if necessary)

March 1
March 22

April 12

May 3
May 31

June 14 – Joint with Sault Michigan (in USA)
June 21

July 12

August 9

September 7
September 27

October 18

November 8
November 15 – Preliminary Budget

December 6 – Budget
December 7 – Budget (if necessary)
December 13

The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6
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2027 City Council Meeting Schedule

JANUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY

S	M	T	W	T	F	S
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28						

MARCH

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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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29	30	31				

SEPTEMBER

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OCTOBER

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31						

NOVEMBER

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DECEMBER

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12	13	14	15	16	17	18
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Note:

- February 1 (Preliminary 2027 Budget), February 16, 17 (2027 Budget)
- Public meetings under the Planning Act begin at 5 p.m.
- June 14 (joint with Sault Ste. Marie Michigan in USA)
- November 15 (Preliminary 2028 Budget), December 6,7 (2028 Budget)

The Corporation of the
City of Sault Ste. Marie

C O U N C I L R E P O R T

September 21, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Steve Facey, Chief Financial Officer and Treasurer
DEPARTMENT:	Corporate Services
RE:	2026 City of Sault Ste. Marie Credit Rating

Purpose

The purpose of this report is to provide Council information on the City's credit rating published by S&P Global Ratings on August 27, 2026.

Background

The City has engaged S&P Global Ratings to provide an annual credit rating. A credit rating is a neutral, third-party assessment of the City's financial health and reflects how well the organization is managed financially, the current state of the local economy, and the local government framework. The rating score is based on key factors such as the institutional framework, the economy, financial management, budgetary performance, liquidity, and debt burden. A report from S&P has been appended to this report for Council information.

Analysis

The City of Sault Ste. Marie's credit rating has been affirmed at AA+ (stable) for 2026 and has remained at the same level for several years. As noted in the report, an increase in the rating could occur if the local economy strengthens, with growth prospects significantly improving and a continued commitment to developing robust financial practices and policies. On the downside, the rating could be lowered if capital spending is higher than expected, leading to larger after-capital deficits and greater reliance on debt financing. Overall, the rating views the City's low debt burden as a key credit strength compared to its peers.

Financial Implications

There are no direct financial implications associated with this report.

A strong credit rating can help the City obtain long-term debt at more competitive rates. A stable outlook reflects an expectation that the City will maintain strong operating results and liquidity during the outlook horizon.

Strategic Plan / Policy Impact / Climate Impact

This is an operational matter not articulated in the Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated September 21, 2026 concerning 2026 City of Sault Ste. Marie Credit Rating be received as information.

Respectfully submitted,

Steve Facey, CPA, CMA
Chief Financial Officer &
Treasurer
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Research Update:

City of Sault Ste. Marie 'AA+' Issuer Credit Rating Affirmed; Outlook Is Stable

August 27, 2026

Overview

- We expect the City of Sault Ste. Marie will generate after-capital deficits in the next two years, given its sizable capital program. However, robust operating balances and contributions from senior governments will constrain overall debt growth.
- In addition, we believe the city's resilient finances will mitigate the effects of trade-related pressures, including U.S. steel tariffs.
- Accordingly, S&P Global Ratings affirmed its 'AA+' long-term issuer credit rating on Sault Ste. Marie.
- The stable outlook reflects our expectation that the city will maintain its strong operating results and modest after-capital deficits during the outlook horizon, and that liquidity will remain strong.

Rating Action

On Aug. 27, 2026, S&P Global Ratings affirmed its 'AA+' long-term issuer credit rating on the City of Sault Ste. Marie, in the Province of Ontario. The outlook is stable.

Outlook

The stable outlook reflects S&P Global Ratings' expectation that, in the next two years, Sault Ste. Marie will post strong operating surpluses and modest after-capital deficits. We also expect tax-supported debt will increase but will remain below 30% of operating revenues in the next two years, and that the city will preserve a healthy liquidity position.

Downside scenario

We could lower the rating in the next two years if the city requires larger-than-expected capital spending, leading to sustained after-capital deficits of more than 5% of total revenues and a higher debt burden above 30% of operating revenues.

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Mumbai

Upside scenario

Although unlikely within the next two years, we could take a positive rating action if the local economy strengthens with growth prospects significantly picking up and management develops more robust financial practices and policies.

Rationale

Trade-related risks, including U.S. steel tariffs and related layoffs, could pressure operating revenues and weaken the economic base. However, we believe the city's strong governance and alignment with the broader Canadian economy will support resilience against these shocks, although we will monitor long-term effects.

Capital expenditures are expected to increase as the city advances key infrastructure projects. Funding will come primarily from internal sources and senior government grants. However, we expect the city will post modest after-capital deficits over the forecast horizon. The city plans to issue new debt to support the capital plan; however, debt levels are expected to remain below 30% of operating revenues in the next two years. Liquidity will remain strong enough to meet debt service obligations.

An extremely predictable and supportive local and regional government framework bolsters Sault Ste. Marie's creditworthiness

The health of Algoma Steel remains the primary risk to Sault Ste. Marie's economy. The company is a leading Canadian steel producer and a key employer and economic driver in the city. Earlier this year, approximately 1,000 employees were laid off as U.S. steel tariffs negatively affected the company's operations. However, the economic impact has been contained to date, supported by federal commitments aimed at maintaining Algoma's operations and expectations that the company could benefit from growing demand related to the defense sector. In addition, many of the workers found work at mining projects. Tariff-related impacts on other sectors have been limited.

Sault Ste. Marie is the third-largest city in Northern Ontario and its economy is traditionally resource-based, specifically in steel manufacturing and forestry. In our view, Sault Ste. Marie has a more strained demographic profile than that of peers. The city has struggled historically with outmigration and population declines, and approximately a quarter of the local population was over the age of 65 at the last census. Management indicates that the city has experienced increased migration from southern Ontario. In addition, Sault Ste. Marie participates in the Rural Community Immigration Pilot, which could become a permanent program.

Our base-case assumption is that the local economy will evolve broadly in line with the national economy, which is expected to slowly recover, rather than deteriorate (see "Economic Outlook Canada Q3 2026: Resilient, Not Strong," June 24, 2026). While GDP per capita is not available at the local level, we estimate it would be somewhat below the national level of about US$58,700 in 2026, based on the city's income data.

We expect the city's financial management will remain satisfactory. Disclosure and transparency practices are good, and Sault Ste. Marie is preparing to build out its longer-term financial planning capabilities over the medium term. The city prepares one-year operating and capital budgets annually, as well as a four-year capital forecast. It has separate tax- and rate-supported budgets. We believe that debt and liquidity management practices are prudent.

As do other Canadian municipalities, Sault Ste. Marie benefits from an extremely predictable and supportive local and regional government framework that has demonstrated high institutional stability and evidence of systemic extraordinary support in times of financial distress. Most recently through the pandemic, senior levels of government provided operating and transit-related grants to municipalities, in addition to direct support to individuals and businesses. Although provincial governments mandate a significant proportion of municipal spending, they also provide operating fund transfers and impose fiscal restraint through legislative requirements to pass balanced operating budgets. Municipalities generally have the ability to match expenditures well with revenues, except for capital spending, which can be intensive. Any operating surpluses typically fund capital expenditures and future liabilities (such as postemployment obligations) through reserve contributions. Municipalities have a track record of strong budget results; debt burdens, on average, are low compared with those of global peers and growth over time has been modest.

Strong operating performance and support from senior levels of government will help maintain a modest debt burden

Strong operating balances support Sault Ste. Marie's financial performance, with operating surpluses averaging 14% during 2026-2028, spurred primarily by stable property tax revenues, which we will continue to monitor as conditions affecting the economy evolve. Our base case incorporates expenditure pressures, including rising policing costs and wage and salary increases, which represent 55% of total operating expenditures.

Over the next several years, the city will continue to invest in key capital projects, notably the West End Water Plant upgrade and the Biosolids Management Facility. Both projects are considered imminent. The water plant project is being advanced to address aging infrastructure and support regulatory compliance, while the biosolids project reflects the city's decision to combine its planned biosolids management facility with a new single-source separated organics processing plant. Each project is estimated to cost approximately C$56 million.

We expect that these capital investments, along with other projects, will total C$255 million during 2026-2028, resulting in after-capital deficits of 3% of total revenues on average over the same period.

Although the city intends to fund much of its capital plans from reserves and senior government grants, we expect debt issuance will also play a role in the financing. We anticipate the city will issue approximately C$46 million in debt in our 2026-2028 base case. We expect that this will increase the tax-supported debt burden to 20% by 2027. Future issuance will also increase the city's interest burden; however, we expect that this will remain low, representing less than 1% of operating revenues throughout the forecast horizon.

Sault Ste. Marie wholly owns PUC Inc., which provides electricity distribution and other utility services to residents of the city and surrounding communities in Northern Ontario. We do not consider this government-related entity debt as a contingent liability, because we believe the likelihood of the city providing extraordinary support in a stress scenario is low. Overall, we view the city' s low debt burden as a key credit strength compared with peers.

In our view, the city maintains a robust liquidity position and strong access to external liquidity for financing needs. We estimate that free cash will average C$116 million in the next 12 months and cover approximately 9x estimated debt service for the period.

City of Sault Ste. Marie Selected Indicators

Mil. C$	2023	2024	2025	2026bc	2027bc	2028bc
Operating revenue	245	254	268	276	284	295
Operating expenditure	200	214	221	234	245	257
Operating balance	44	40	46	41	39	38
Operating balance (% of operating revenue)	18.2	15.8	17.3	15.1	13.7	12.8
Capital revenue	20	13	19	32	32	47
Capital expenditure	57	44	59	68	101	86
Balance after capital accounts	7	10	6	6	(31)	(1)
Balance after capital accounts (% of total revenue)	2.7	3.6	2.2	1.9	(9.7)	(0.2)
Debt repaid	1	1	1	1	1	1
Gross borrowings	18	1	0	0	7	39
Balance after borrowings	24	10	5	5	(24)	37
Direct debt (outstanding at year-end)	17	16	15	14	20	58
Direct debt (% of operating revenue)	7.0	6.1	5.5	5.1	7.1	19.8
Tax-supported debt (outstanding at year-end)	22	21	19	14	20	58
Tax-supported debt (% of consolidated operating revenue)	9.0	8.1	7.0	5.1	7.1	19.8
Interest (% of operating revenue)	0.1	0.2	0.2	0.2	0.2	0.3
Local GDP per capita ($)	--	--	--	--	--	--
National GDP per capita ($)	54,847.5	55,015.7	55,728.4	58,672.8	61,756.6	64,524.9

The data and ratios above result in part from S&P Global Ratings' own calculations, drawing on national as well as international sources, reflecting S&P Global Ratings' independent view on the timeliness, coverage, accuracy, credibility, and usability of available information. The main sources are the financial statements and budgets, as provided by the issuer. bc--Base case reflects S&P Global Ratings' expectations of the most likely scenario. C$--Canadian dollar. $--U.S. dollar.

City of Sault Ste. Marie--rating component scores

Key rating factors	Scores
Institutional framework	1
Economy	3
Financial management	3
Budgetary performance	2
Liquidity	1
Debt burden	1
Stand-alone credit profile	aa+
Issuer credit rating	AA+

S&P Global Ratings bases its ratings on non-U.S. local and regional governments (LRGs) on the six main rating factors in this table. In the "**Methodology For Rating Local And Regional Governments Outside Of The U.S.**," published on July 15, 2019, we explain the steps we follow to derive the global scale foreign currency rating on each LRG. The institutional framework is assessed on a six-point scale: 1 is the strongest and 6 the weakest score. Our assessments of economy, financial management, budgetary performance, liquidity, and debt burden are on a five-point scale, with 1 being the strongest score and 5 the weakest.

Key Sovereign Statistics

- Sovereign Risk Indicators, July 14, 2026. An interactive version can be found at https://www.spglobal.com/ratings/sri/.

Related Criteria

- General Criteria: Environmental, Social, And Governance Principles In Credit Ratings, Oct. 10, 2021
- Criteria | Governments | International Public Finance: Methodology For Rating Local And Regional Governments Outside Of The U.S., July 15, 2019
- General Criteria: Principles Of Credit Ratings, Feb. 16, 2011

Related Research

- Local And Regional Government (LRG) Risk Indicators For Asia-Pacific, Canada, Europe, and Latin America, June 25, 2026
- Subnational Government Outlook Midyear 2026: LRGs Show Their Mettle Amid Ongoing Conflicts, June 24, 2026
- Institutional Framework Assessment: Canadian Municipalities Leverage Fiscal Flexibility To Address Capital Challenges, March 26, 2026
- S&P Global Ratings Definitions, Dec. 16, 2025

In accordance with our relevant policies and procedures, the Rating Committee was composed of analysts that are qualified to vote in the committee, with sufficient experience to convey the appropriate level of knowledge and understanding of the methodology applicable (see "Related Criteria"). At the onset of the committee, the chair confirmed that the information provided to the Rating Committee by the primary analyst had been distributed in a timely manner and was sufficient for Committee members to make an informed decision.

After the primary analyst gave opening remarks and explained the recommendation, the Committee discussed key rating factors and critical issues in accordance with the relevant criteria. Qualitative and quantitative risk factors were considered and discussed, looking at track-record and forecasts.

The committee's assessment of the key rating factors is reflected in the Rating Component Scores above.

The chair ensured every voting member was given the opportunity to articulate his/her opinion. The chair or designee reviewed the draft report to ensure consistency with the Committee decision. The views and the decision of the rating committee are summarized in the above rationale and outlook. The weighting of all rating factors is described in the methodology used in this rating action (see "Related Criteria").

Ratings List

Ratings List
Ratings Affirmed

Ratings List

Sault Ste. Marie (City of)	
Issuer Credit Rating	AA+/Stable/--

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at https://disclosure.spglobal.com/ratings/en/regulatory/ratings-criteria for further information. A description of each of S&P Global Ratings' rating categories is contained in "S&P Global Ratings Definitions" at https://disclosure.spglobal.com/ratings/en/regulatory/article/-/view/sourceId/504352. Complete ratings information is available to RatingsDirect subscribers at www.capitaliq.com. All ratings referenced herein can be found on S&P Global Ratings' public website at www.spglobal.com/ratings.

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The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

September 21, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
	for Carl Rumiel, Director of Engineering
DEPARTMENT:	Corporate Services
RE:	RFP Engineering Services – Peoples Road Stormwater Management Ponds

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Purpose

The purpose of this report is to obtain Council approval to award the provision of engineering services associated with design and contract administration for the Peoples Road Stormwater Management Ponds, as required by Public Works and Engineering Services

Background

The proposal was publicly advertised and notification provided to all firms on the bidders list. Proposals were required to be submitted for consideration no later than 4 p.m. on August 21, 2026.

Analysis

Proposals from three proponents were received prior to the closing date:

- Tulloch Engineering Inc, Sault ON
- AECOM Canada ULC, Markham ON
- ConceptDash Inc., Toronto ON

The proposals received have been evaluated by a committee comprised of city staff from Public Works and Engineering Services. It is the concensus of the evaluation committee that the proponent scoring the highest in the evaluation process is AECOM Canada ULC.

Financial Implications

AECOM Canada ULC proposed fees in the amount of $523,048 including the non-rebateable portion of HST for these services.

Peoples Road Stormwater Management Ponds are recommended as part of the 2027 Capital Transportation Program, which will be presented in the 2027 budget. There is $400,000 approved in the 2026 budget to allow engineering work to proceed ahead of the 2027 budget deliberations. Initiating these services now,

allows for design and tender preparation being completed for summer construction.

Work in excess of current funding will not commence until such time as Council approves the 2027 Capital Budget.

Strategic Plan / Policy Impact / Climate Impact
This project aligns with the Corporate Strategic Plan within the Infrastructure focus area.

By creating storage for stormwater, ponds reduce the amount of urban flooding, which is a mitigating factor to adapting to climate change.

Recommendation
It is therefore recommended that Council take the following action:

The relevant By-law 2026-144 is listed under item 12 of the Agenda and will be read with all by-laws under that item

Respectfully submitted,

Karen Marlow
Manager of Purchasing
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The Corporation of the
City of Sault Ste. Marie

C O U N C I L R E P O R T

September 21, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Lamming, Deputy CAO Community Development and Enterprise Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	National Emergency Management / Forest Firefighting Service

---

Purpose

The purpose of this report is to investigate the advantages and feasibility of positioning Sault Ste. Marie as the home of a national emergency firefighting agency or broader national emergency management agency.

Background

The following resolution was passed at the September 2, 2025 Council meeting:

> *Whereas the frequency and severity of wildfires across Canada have intensified, placing immense strain on the existing provincial and territorial firefighting resources, as highlighted by recent emergency declarations and the sustained national preparedness level of 5; and*
>
> *Whereas there is a growing national consensus, as outlined in recent public discourse and by federal officials, that Canada's current emergency management system is increasingly outpaced by climate-related disasters, and that a new, proactive national strategy is required to ensure the safety and security of Canadians; and*
>
> *Whereas proposed solutions from experts and government ministers include the establishment of a federal emergency management agency or a new national firefighting service with a shared pool of resources, capable of rapid, pre-emptive deployment to any region of the country; and*
>
> *Whereas Sault Ste. Marie is strategically and logically positioned to serve as the headquarters or a major operational hub for such a national agency due to its unique combination of geographical, logistical, and historical assets; and*
>
> *Whereas the City's location as a central transportation nexus with a major airport and critical road and rail connections provides an ideal base for the*

rapid deployment of personnel, aircraft, and equipment to high-risk areas across the country; and

Whereas Sault Ste. Marie already possesses a robust foundation of expertise and infrastructure in forestry and fire science, including the Sault Ste. Marie Fire Service, Sault College's Fire Science and Fire Protection courses, the federal Great Lakes Forestry Centre and a significant presence of the Ontario Ministry of Natural Resources and Forestry, including the CL–415 Water Bomber Training Centre, which a new national agency could leverage to avoid excess bureaucracy and accelerate its establishment; and

Whereas the presence of a national emergency agency would not only bolster the country's disaster response but would also provide significant economic and community benefits to Sault Ste. Marie, including high-skilled jobs and strategic federal investment;

Now Therefore Be It Resolved that City Council request appropriate staff to prepare a comprehensive report to

- *Investigate the full scope of advantages and feasibility for Sault Ste. Marie to be the home of a national emergency firefighting agency or a broader national emergency agency detailing the City's strategic assets, including its central location, existing infrastructure, and institutional expertise in forestry and emergency management;*
- *Outline the potential economic, social, and logistical benefits to the City and the nation of hosting such a federal entity; and*
- *Engage with local stakeholders, including the Sault Ste. Marie Airport Development Corporation, the Ministry of Natural Resources and Forestry, and the Great Lakes Forestry Centre to gather supporting data and insights; and*
- *Develop a formal proposal and advocacy plan to present to the federal government outlining Sault Ste. Marie as the optimal location for this critical national agency.*

As an initial step, staff consulted with representatives from Economic Development and the Sault Ste. Marie Fire Service, including the emergency management division, to better understand the current emergency management landscape and assess the actions requested within the resolution.

Analysis

While there is broad recognition that Canada must continue to strengthen wildfire resilience and emergency preparedness, staff have not identified any current federal or provincial policy indicating a move toward establishing a centralized national wildfire agency or a national emergency management headquarters. Instead, governments have continued to strengthen existing organizations and collaborative networks through investments in training, equipment, coordination, and regional response capacity.

Key observations include:

• Wildfire management remains primarily a provincial and territorial responsibility. Federal investments in wildfire resilience have generally supported provinces, territories, Indigenous partners, and existing coordinating organizations rather than the creation of a new national firefighting agency.

• Canada already maintains national coordination mechanisms. The Canadian Interagency Forest Fire Centre (CIFFC) coordinates the sharing of personnel and equipment among provinces and territories during periods of elevated wildfire activity and performs many of the interjurisdictional resource-coordination functions contemplated within the motion. This organization performs many of the resource coordination functions contemplated within the motion. The CIFFC is a federally incorporated not-for-profit corporation established June 2, 1982. CIFFC is owned and operated by the federal, provincial, and territorial agencies responsible for wildland fire management in Canada. https://ciffc.ca/about/

• Wildfire management operates through a multi-level system. Municipal wildfire emergencies are managed by local municipal fire departments, which can request assistance from regional partners and, if necessary, the province. The province is responsible for wildfires on Crown land and areas outside organized municipal boundaries and can seek federal assistance or assistance from other provinces through existing coordination mechanisms.

• Recent national emergency management policy continues to emphasize collaboration. Frameworks reviewed by staff focus on coordination, preparedness, interoperability, training, and resilience rather than the creation of a single national emergency management headquarters or centralized response agency.

• Existing capacity-building initiatives focus on local and regional response. Current approaches emphasize firefighter training, equipment acquisition, and community resilience, providing potential areas in which Sault Ste. Marie's existing assets may align with future government investment.

There is also a potential industrial opportunity related to aerial firefighting aircraft production. De Havilland Canada’s Canadair 515 program is advancing in Canadian manufacturing facilities, with strong domestic and international demand for purpose-built amphibious firefighting aircraft, including orders for European customers and recent contracts with Manitoba, Ontario, and Alberta. If federal or provincial procurement accelerates demand for additional aircraft, Sault Ste. Marie may be well-positioned to explore whether the community could support a future production, assembly, maintenance, or supply-chain role, including opportunities to promote Algoma Steel as a domestic steel input in the aircraft manufacturing process.

Considerations/strengths for Sault Ste. Marie
Staff acknowledges that Sault Ste. Marie possesses numerous strategic assets that position the community as an important contributor to Canada's forestry and wildfire management system, including:

- Significant provincial wildfire operations through the Ministry of Natural Resources;
- The CL-415 Water Bomber Training Centre;
- The Great Lakes Forestry Centre;
- Sault College's fire-related education programs;
- Established transportation infrastructure;
- Existing expertise in forestry, aviation, and emergency response.
- Location in the transition zone between the Great Lakes St. Lawrence Forest and the Boreal Forest, which provides strong opportunities for wildfire training due to the diverse tree species mix.

These assets continue to represent strengths that may support future opportunities as governments invest in wildfire resilience and emergency management initiatives.

Staff and City officials have met with the MNR and Great Lakes Forestry representatives to gain further perspective on what is being done from the local Sault Ste. Marie office. There are some very interesting predictive analytics technologies that have been and continue to be developed locally. The Province Aviation, Forest Fire and Emergency Services (AFFES) Branch, within the Provincial Services Division (PSD) of the Ministry of Natural Resources (MNR), provides leadership and service delivery for the Ministry’s wildland fire management, emergency management, and aviation services (see Appendix A). Wildfire Management is conducted in a tiered system that escalates as risks and scope increase.

Response Model:
Fire Management Headquarters --> Regional Fire Management Center --> Provincial Fire Management Center --> The Canadian Interagency Forest Fire Center (CIFFC).

At this time, staff have not identified any federal or provincial initiatives to establish the type of centralized national agency contemplated in the resolution. Without a defined federal program, mandate, site-selection process, or funding framework, there is currently not enough information available to complete a full feasibility assessment of Sault Ste. Marie as a potential headquarters for such an agency;

however, staff are more than willing to submit a proposal if an opportunity arises regarding another location being made available in Ontario for a National office in addition to the one in Winnipeg, Manitoba through CIFFC.

The absence of a current national-agency initiative does not diminish Sault Ste. Marie's strategic strengths within Canada's wildfire management network. Advocacy may be more effective in the near term if it is aligned with existing federal and provincial priorities, including wildfire training, research and innovation, equipment, emergency-management capacity building, aviation, community resilience, and future fleet procurement.

Next Steps

At this time, staff have not identified evidence that either the Government of Canada or provincial partners are pursuing the establishment of a centralized national emergency management agency or national wildfire service of the type contemplated in the resolution.

Should Council wish to pursue advocacy in this area, staff could explore opportunities that align with existing federal and provincial priorities, including initiatives related to wildfire training, research, innovation, equipment, emergency management capacity building, climate adaptation resilience, or future investments that leverage Sault Ste. Marie's existing strengths within Canada's wildfire management network. This could include:

1. Monitoring federal and provincial procurement discussions related to amphibious water bomber fleets and, where appropriate, positioning Sault Ste. Marie as a potential landing spot for De Havilland Canada production, assembly, maintenance, or supply-chain activity, including opportunities to connect Algoma Steel with aircraft manufacturing requirements.
2. City officials lobby both provincial and federal offices in support of these opportunities and advocate for Sault Ste. Marie's role in future wildfire resilience, aircraft production, and domestic supply-chain investments.

Financial Implications

There are no direct financial implications associated with receiving this report. Any future feasibility work, advocacy initiative, program participation or investment opportunity requiring municipal funding would be brought forward for Council's consideration as appropriate.

Strategic Plan / Policy Impact / Climate Impact

This report aligns with the Corporate Strategic Plan's Community Development focus area, particularly the objective of supporting the growth of a diversified economy and attracting new business to Sault Ste. Marie. Exploring opportunities related to wildfire management, aviation, aircraft production, and associated supply-chain investment may support future economic diversification and investment attraction efforts.

The report also supports the City's Well-being objective of taking a collaborative approach toward a healthy and safe community, and aligns with the Infrastructure – Environment focus area by considering wildfire resilience, emergency preparedness, and climate-related risks.

Climate Impact

Sault Ste. Marie like other communities across Canada, is experiencing growing impacts and risks associated with a changing climate, including increased wildfire risk. Supporting opportunities that strengthen wildfire preparedness would complement the City's recent work on developing a Community Climate Change Adaptation Plan[1]. Future positioning of the City as a centre for wildfire preparedness could support local capacity to respond to increasing climate risks while leveraging the City's existing natural assets and protecting them for future generations.

Recommendation

It is therefore recommended that Council take the following action:

Be it Resolved that the report of the Deputy CAO Community Development and Enterprise Services dated September 21, 2026 concerning the National Emergency Management / Forest Firefighting Service be received and that:

1. Staff continue to monitor federal and provincial wildfire resilience, emergency management, aviation, and aerial firefighting procurement initiatives for opportunities that leverage Sault Ste. Marie's existing strengths;
2. City officials advocate with provincial and federal offices for Sault Ste. Marie's role in future wildfire resilience, training, research, aircraft production, and domestic supply-chain investment opportunities; and
3. Staff report back to Council with a more detailed feasibility assessment, stakeholder engagement, and proposed advocacy approach should a national agency, operational hub, or related site-selection opportunity be advanced by another order of government.

Respectfully submitted,

Brent Lamming. PFP, CPA, CMA
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[1] https://saultstemarie.ca/work/environment/community-climate-change-adaptation-plan/

Appendix A - Aviation, Forest Fire and Emergency Services (AFFES) Branch, within the Provincial Services Division (PSD) of the Ministry of Natural Resources

Where we operate

Provincial Headquarters
- Sault Ste. Marie

Northeast Region
- Sudbury (Regional Centre)
- Chapleau
- Cochrane
- Hearst
- Haliburton
- North Bay
- Timmins
- Wawa

Northwest Region
- Dryden (Regional Centre)
- Fort Frances
- Greenstone
- Kenora
- Red Lake
- Sioux Lookout
- Pickle Lake
- Thunder Bay
- Armstrong

Aviation Hangars
- Dryden
- Muskoka
- Sault Ste. Marie
- Sudbury
- Thunder Bay
- Timmins

Other Work Locations
- Peterborough
- Toronto



- Aviation, Forest Fire and Emergency Services (AFFES) Branch, within the Provincial Services Division (PSD) of the Ministry of Natural Resources (MNR) provides leadership and service delivery for the Ministry's wildland fire management, emergency management and aviation services.
- AFFES is responsible for leading wildland fire management in Ontario and provides province-wide wildland fire prevention, detection, response, and management, including coordinating large-scale emergency operations to protect lives, communities, infrastructure, and natural resources covering over 90 million hectares. Our Wildland Fire Management Strategy describes our strategic direction.
- AFFES delivers and manages aviation services, emergency response coordination, and incident management expertise in support of wildland fire operations and broader provincial emergencies, working with municipalities, Indigenous partners, and other jurisdictions.

The Corporation of the
City of Sault Ste. Marie

C O U N C I L R E P O R T

September 21, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Nicole Maione, Director of Community Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	Watch Tower Convention Agreement 2027

Purpose

The purpose of this report is to seek Council approval to enter into an agreement with the Watch Tower Bible and Tract Society of Canada (Watch Tower) to host their annual convention at the GFL Memorial Gardens in 2027.

Background

The Watch Tower Convention has been held at the GFL Memorial Gardens eight times over the past eleven years. The event brings approximately 2,000 individuals to the community annually and provides an estimated economic impact of $855,750.

Analysis

The City of Sault Ste. Marie was approached by the Watch Tower Bible and Tract Society of Canada to host the 2027 convention, citing the continued success of previous conventions held at the GFL Memorial Gardens and strong relationships that have developed between the convention organizers, City staff, and the welcoming local community.

As part of the process, Watch Tower has requested that we utilize their agreement as opposed to the City's standard use agreement for the facility. The City's Legal Department has vetted the document and supports what has been presented for use. The agreement can be found elsewhere on the agenda.

The event will run from Thursday, June 17, 2027 to Sunday, June 20, 2027.

Financial Implications

Operating revenues from facility rental are estimated at $12,465 plus HST, and will be positively impacted by hosting this event.

Strategic Plan / Policy Impact / Climate Impact

The recommendation supports the Corporate Strategic Plan 2024-2027 in a number of ways:

- Under the Community Development focus area this event will support economic activity.
- In addition, within the Quality of Life this event supports a welcoming community and a vibrant downtown.
- This event also supports the focus area of Infrastructure, and it assists in maintaining current infrastructure.
- Finally, it continues to assist in delivering excellent customer service under the Service Delivery focus area.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2026-139 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Nicole Maione
Director of Community
Services
Community Development and
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The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

September 21, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Rick Van Staveren, Director of Economic Development
DEPARTMENT:	Community Development and Enterprise Services
RE:	Autonomous Systems Testing and Validation Enclave – Progress Update

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Purpose

The purpose of this report is to provide Council with the preliminary progress update requested in its motion concerning an Autonomous Systems Testing and Validation Enclave. The report summarizes engagement completed to date, identifies the principal aviation, marine, and counter-uncrewed systems regulatory pathways, provides an initial assessment of potential site characteristics, and recommends a phased approach to determine whether Sault Ste. Marie can establish a commercially credible and regulator-supported testing and validation offering.

Background

The following motion was passed at the August 10, 2026, Council Meeting:

> *Whereas City Council passed a resolution in November 2025 directing staff to evaluate opportunities within the Advanced Aerial Mobility (AAM), Counter-Uncrewed Aerial Systems (C-UAS), and defense technology sectors to diversify the local economy; and*
>
> *Whereas the Government of Canada is expanding national defense spending, procurement frameworks, and industrial offset requirements under the Industrial and Technological Benefits (ITB) Policy; and*
>
> *Whereas Sault Ste. Marie possesses distinct operational advantages, including non-congested airspace, expansive freshwater environments, severe cold-weather testing conditions, heavy industrial manufacturing infrastructure, and post-secondary research capacity at Sault College and Algoma University; and*
>
> *Whereas dual-use autonomous aerial and maritime technologies play an increasingly critical role in wildland fire monitoring, municipal infrastructure inspection, search and rescue, and northern domain awareness;*
> *Now Therefore Be It Resolved Community Development and Enterprise*

Services staff be directed to:

Engage with relevant regulatory authorities (including NAV CANADA and Transport Canada), local partners (including the Sault Ste. Marie Airport Development Corporation, Innovation Centre, and post-secondary institutions), and industrial stakeholders to establish a formal framework for a regional Autonomous Systems Testing and Validation Enclave;

1. *Explore potential alignment with federal defense procurement and innovation initiatives to market Sault Ste. Marie's geographic and industrial assets to dual-use autonomous technology firms; and*
2. *Provide a preliminary progress report back to City Council at the September 21, 2026 meeting outlining next steps, potential site designations, and regulatory pathways.*

For the purposes of this work, an "enclave" is being used as a working economic-development concept rather than as an existing statutory designation. It would be a coordinated regional service offering through which approved operators could access suitable air, land, and freshwater environments; local research and technical capacity; safety and operating protocols; and a single point of contact for test planning. Each test activity would remain subject to the approvals applicable to the aircraft, vessel, technology, location, and operating concept.

The initial scope includes remotely piloted aircraft systems (RPAS), including lower-risk beyond visual line-of-sight operations; advanced air mobility technologies; maritime autonomous surface ships and other uncrewed marine systems; sensing, communications, command-and-control and data-analysis technologies; and selected counter-uncrewed aerial systems (C-UAS). The concept is intended to support dual-use civilian, public-safety and defence applications such as wildland fire monitoring, search and rescue, infrastructure inspection, environmental monitoring, northern logistics, maritime domain awareness, and industrial operations.

Engagement Completed to Date:
Staff initiated a first round of exploratory discussions to test institutional interest and identify the correct regulatory and delivery contacts. These discussions are preliminary and do not constitute regulatory approval, partner commitment, or a site endorsement. The following summarizes the current status recorded through the working session:

Organization	Preliminary status / relevance
NAV CANADA	Contact initiated. NAV CANADA is the essential first point for understanding controlled airspace near Sault Ste. Marie Airport, use of the NAV Drone planning and authorization system, and whether a more formal airspace study would be warranted.
Transport Canada – Marine Safety and Security	Contact initiated regarding autonomous and remotely operated marine systems. Further technical discussion is required to determine the applicable vessel, operating, navigation-safety, and alternative-compliance requirements for proposed freshwater trials.
Sault Ste. Marie Airport Development Corporation	Engaged and receptive to further exploration. The Airport directed the airspace component to NAV CANADA, appropriately recognizing that airport support does not replace federal aviation or air-navigation approvals.
Organization	**Preliminary status / relevance**
Sault Ste. Marie Innovation Centre	No formal activity or project role has yet been established. Further engagement is proposed to assess potential contributions in communications, geospatial data, analytics, commercialization, and company support.
Sault College	Initial connection made through aviation leadership and operations. Potential areas for further discussion include aviation operations, applied learning, RPAS training, maintenance, test support, and workforce development.
Algoma University	Initial academic and research-level engagement identified, including the Vice-President Academic and Research and Dr. Brett Goodwin. Potential areas include research design, data analysis, environmental applications, computing, and partnership development.

Analysis

The preliminary assessment supports continued investigation but also indicates that the concept should proceed as a staged, regulator-led feasibility exercise. The strongest near-term opportunity is not the creation of a fully restricted multi-domain

range at the outset. It is the assembly of a coordinated northern validation network that begins with activities permissible under existing rules, demonstrates demand and operating competence, and only then evaluates whether dedicated airspace or specialized infrastructure is justified.

1. Strategic Rationale and Differentiation

Sault Ste. Marie has a combination of characteristics that could be relevant to autonomous-systems developers: four-season and severe cold-weather conditions; extensive freshwater and shoreline environments; industrial facilities and infrastructure; road, rail, marine, and aviation assets; access to comparatively uncongested areas outside the airport control zone; post-secondary capacity; and proximity to northern and remote-use cases. These attributes could enable realistic validation rather than laboratory-only research.

The international border is both an asset and a constraint. It creates realistic conditions for communications resilience, navigation, surveillance, marine traffic, and cross-jurisdictional operating concepts. At the same time, Canadian RPAS may not cross into United States airspace without the applicable authorities, and tests on or near the St. Marys River may involve additional Canadian and United States coordination. Border proximity therefore requires conservative geofencing, positive control, emergency procedures and early engagement with the relevant agencies; it should not be marketed as permission for cross-border operations.

In July 2026, National Defence announced a $29.6 million, two-year Uncrewed Systems Defence Innovation Secure Hub led by Espace Aéro in Mirabel, Quebec. That hub is intended to support technologies across air, land, and maritime environments and technology readiness levels 4 to 9. This creates a potential national partner and customer pathway, but it also means that Sault Ste. Marie should differentiate itself as a complementary field-validation location for northern, freshwater, industrial, and cold-weather use cases rather than seek to duplicate the Mirabel hub’s secure innovation function.

National Defence has also identified autonomous systems in its 2026-27 innovation priorities and continues to use IDEaS sandboxes to provide innovators with controlled test environments and end-user feedback. The federal Defence Industrial Strategy identifies uncrewed systems as a priority sovereign capability, while the Industrial and Technological Benefits Policy continues to use eligible defence and Canadian Coast Guard procurements to generate Canadian business activity. These developments support market testing with prime contractors, Canadian technology firms, and federal program officials.

2. Preliminary Regulatory Pathways

The regulatory pathway is operation-specific. A municipal framework can coordinate sites and partners, but it cannot grant aviation, spectrum, marine, defence or security permissions. The initial pathways are summarized below.

Stream	Preliminary pathway and implications
RPAS – routine and lower-risk BVLOS	Transport Canada regulates RPAS operations. Since November 4, 2025, qualifying lower-risk beyond visual line-of-sight operations may proceed under the Level 1 Complex framework when pilot, operator, aircraft, and operating conditions are met. An RPAS Operator Certificate is required for applicable Level 1 Complex operations. Activities outside those rules require a Special Flight Operations Certificate (SFOC-RPAS).
Controlled airspace near CYAM	NAV CANADA authorization is required for applicable RPAS operations in NAV CANADA-controlled airspace. NAV Drone is the national planning and authorization platform. Proposed test envelopes must be reviewed against the Sault Ste. Marie control zone, published airspace, routes, altitudes, airport operations, and emergency procedures.
Uncontrolled airspace outside CYAM	Locations outside controlled airspace may reduce coordination complexity and are the preferred starting point for site screening. They do not remove Transport Canada requirements, landowner permissions, environmental constraints, privacy obligations, safety planning, or restrictions applicable to the operation.
Dedicated or restricted airspace	A permanent or temporary restricted-airspace solution should be treated as a later-stage option. It would require evidence of operational need, a defined sponsor and concept of operations, safety and stakeholder analysis, and formal federal airspace review. Creation of a test site does not itself create restricted airspace.
Advanced air mobility / larger aircraft	Passenger-carrying, large, higher-risk, or novel aircraft operations may trigger aircraft certification, operator, aerodrome, and special-operation requirements beyond the lower-risk RPAS framework. These activities should be assessed as a separate, longer-term workstream.
Stream	**Preliminary pathway and implications**

Stream	Preliminary pathway and implications
Maritime autonomous systems	Transport Canada's policy for small Maritime Autonomous Surface Ships requires alternative arrangements to meet existing Canada Shipping Act, 2001 obligations relating to matters such as manning, collision prevention, and navigation safety. Trial plans would require early Transport Canada review and may also involve waterway, anticipated port, pilotage, environmental, and cross-border authorities depending on location and activity.
C-UAS detection and mitigation	Passive detection, tracking, identification, and data-fusion technologies may be the most feasible initial focus. Radio jammers are prohibited in Canada except where specifically authorized, and kinetic or electronic defeat activities raise defence, public-safety, aviation, spectrum, and liability issues. Any mitigation or defeat testing should occur only with the competent federal authorities at an approved secure range.

3. Potential Site Designation Approach

No site should be formally designated until the required use cases and regulatory conditions are better defined. Staff propose a portfolio approach rather than a single all-purpose location. The first screening should identify:

- An aviation test area in uncontrolled Canadian airspace outside the CYAM control zone, with adequate separation from populated areas, sensitive sites, established air routes and the international boundary;
- An airport-adjacent support node for hangar, maintenance, command-and-control, training and approved controlled-airspace operations, subject to Airport and NAV CANADA requirements;
- A freshwater test area suitable for small uncrewed or remotely operated vessels, with controllable shore access, low conflict with commercial/recreational traffic, and a clear marine-safety plan;
- One or more industrial validation locations for inspection, sensor, robotics, and communications trials on private property; and
- A secure indoor or contained environment for simulation, software, sensors, communications, cybersecurity, and non-emitting C-UAS testing.

Each candidate would be scored against airspace or waterway complexity, distance from the border, safety buffers, emergency access, land control, utilities and communications, environmental and Indigenous considerations, privacy and noise impacts, seasonal access, security, capital cost, and proximity to academic and industrial support. The City should avoid acquiring land or committing capital until market demand and regulatory feasibility are demonstrated.

4. Proposed Operating Model

A practical model would be a distributed partnership coordinated through Economic Development, not a new stand-alone municipal operating agency in the initial phase. The City would convene partners, lead market development, and maintain a test-location inventory. Operators would remain responsible for certifications, safety cases, insurance, approvals, and execution. Site owners would control access and property conditions. Academic and innovation partners could provide research, training, data, commercialization, and workforce support. Federal regulators and agencies would retain their statutory responsibilities. We continue to work with our U.S. counterparts to assess strategic opportunities.

If feasibility is confirmed, the partnership could develop a common intake process, non-disclosure and intellectual-property protocols, security screening, Indigenous and community engagement procedures, standardized site information, emergency-response requirements, insurance standards, data governance, and a cost-recovery fee schedule. A governance agreement should clearly separate economic-development facilitation from regulatory approval and operational control.

5. Key Risks and Mitigation

Risk	Proposed mitigation
Regulatory delay or infeasible airspace	Complete NAV CANADA and Transport Canada screening before site promotion; begin with lower-risk operations under existing rules; retain multiple candidate locations.
International-border incursion	Use Canadian-only operating boxes, conservative buffers, geofencing, lost-link procedures, and agency-approved communications and emergency protocols.
Public safety, privacy, noise, and acceptance	Establish transparent operating rules, privacy-by-design, complaint procedures, public notice where appropriate, and exclude testing over uninvolved people unless specifically authorized.

Risk	Proposed mitigation
C-UAS legal and spectrum exposure	Limit initial work to lawful sensing, identification, simulation, and data activities; refer jamming or defeat testing to federally authorized partners and ranges.

Risk	Proposed mitigation
Premature capital commitment	Use a stage-gate process. Validate customers, approvals, partner roles, utilization, and operating economics before land acquisition or infrastructure investment.
Duplication of existing Canadian facilities	Position the Sault as a complementary northern/freshwater field environment and pursue partnerships with the Mirabel UxS DISH, IDEaS, established test ranges, and prime contractors.
Security and intellectual property	Develop controlled-access, cybersecurity, data-retention, export-control, and intellectual-property protocols appropriate to civilian and defence clients.

Next Steps

Staff recommend the following phased work program, using existing resources unless a future expenditure is brought to Council for approval:

1. Complete an airspace feasibility discussion with NAV CANADA, including the Sault Ste. Marie control zone, candidate uncontrolled-airspace areas, NAV Drone processes, Flight Information Region contacts, and the evidence that would be required for any future special-use airspace proposal.
2. Meet with Transport Canada Civil Aviation to confirm the intended progression from Advanced to Level 1 Complex and, where required, SFOC-RPAS operations, and to identify requirements applicable to advanced air mobility and larger systems.
3. Continue the Transport Canada Marine Safety and Security discussion and prepare one or more representative freshwater test concepts so that requirements can be assessed against a defined vessel, location and operating scenario.
4. Convene Sault Ste. Marie Airport Development Corporation, Sault College, Algoma University, and Sault Ste. Marie Innovation Centre to define partner capabilities, gaps, potential in-kind contributions, applied-research interests, and a preliminary governance model.

5. Develop a confidential candidate-site inventory and screening matrix. Initial attention should be directed to uncontrolled airspace outside CYAM and suitable freshwater or industrial locations; no public site designation is recommended at this stage.
6. Undertake market validation with autonomous-systems companies, prime contractors, and public-sector end users. Staff should use the Best Defence Conference in London, Ontario on October 20-21, 2026, and other relevant forums to test the value proposition and identify prospective projects.
7. Engage National Defence/BOREALIS, the Mirabel Uncrewed Systems Defence Innovation Secure Hub, IDEaS, the Defence Investment Agency, ISED, and relevant Canadian Armed Forces users to explore a complementary northern field-validation role and applicable procurement or innovation pathways.
8. Engage local and regional manufacturers after the initial regulator and market discussions so that required components, fabrication, maintenance, sensors, and supply-chain opportunities can be matched to demonstrated demand.
9. Prepare a Phase 2 feasibility report or business case once regulatory screening and market validation are sufficiently complete. Any request for municipal capital, land acquisition, operating subsidy or creation of a new entity would be presented separately for Council consideration.

Staff will return with a comprehensive report and recommendations within the next 12 months.

Financial Implications / Policy Impact

There are no immediate financial implications arising from receipt of this progress report.

The recommended next steps can begin through existing staff resources and approved economic-development activities. Participation in conferences or targeted business-development meetings would be managed within approved budgets.

Any future request for consultant support, site development, equipment, land, staffing or partnership funding would require an identified funding source and separate approval in accordance with City policy.

The initiative supports the City’s community-development and economic-diversification objectives by investigating a knowledge-intensive sector connected to aviation, marine transportation, advanced manufacturing, defence, public safety, research, and workforce development. It may also support the City’s broader priorities related to investment attraction, innovation, northern service delivery, and the transition of local industrial capabilities into new supply chains. Proceeding through a staged feasibility process is consistent with prudent municipal risk management and evidence-based investment decisions.

Council Direction
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Economic Development dated September 21, 2026 concerning the Autonomous Systems Testing and Validation Enclave be received and that staff be authorized to continue regulatory, partner, site, and market feasibility work within existing approved resources, with any future request for municipal capital or operating funding to be brought forward for Council approval.

Respectfully submitted,

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Director of Economic Development
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The Corporation of the
City of Sault Ste. Marie

C O U N C I L R E P O R T

September 21, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT:	Community Development and Enterprise Services
RE:	Noise By-Law Exemption – Outspoken Oktoberfest 2026

Purpose

The purpose of this report is to request Council approval of a Noise By-Law Exemption for Outspoken Oktoberfest event taking place October 3, 2026.

Background

Outspoken Brewery has applied to host an Oktoberfest street party on October 3, 2026. The event will be taking place on Queen Street between Elgin Street and Bruce Street. Activities will begin at 3 pm with bands playing until midnight.

Analysis

A series of performers will be playing during the event. A Noise By-law exemption is required as music and festivities will extend past 11 pm. The last performer will end their set at midnight. An exemption up to 12:30 am is being requested to accommodate potential delays.

Financial Implications

There are no financial implications.

Strategic Plan / Policy Impact / Climate Impact

This is an operational matter not articulated in the Corporate Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2026-140 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Virginia McLeod
Manager of Recreation and Culture
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The Corporation of the
City of Sault Ste. Marie

C O U N C I L R E P O R T

September 21, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Rick Borean, Supervisor of Community Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	Algoma Farmers' Market Agreement 2026

Purpose

The purpose of this agreement is to seek Council approval to enter into a new five-year agreement with the Algoma Farmers' Market (Farmers' Market), to October 2032 with an option to renew, if both parties are in agreement, via letter of intent for an additional five years.

Background

The Farmers' Market has continuously operated annually at Roberta Bondar Park since 1995 and is comprised of anywhere from 10 to 22 vendors, Saturday mornings beginning in June through to Thanksgiving weekend. They have been and continue to be satisfied with the site and service provided by park staff for the setup and takedown of tables, as well as the seasonal installation and removal of the membrane.

Analysis

The existing Algoma Farmers' Market agreement from 2016 will expire October 31, 2026. All terms of the agreement will remain the same, including renewal option for an additional 5 years via letter of intent. The Farmers' Market has reviewed the new agreement and wishes to continue operating at Robert Bondar Park in the status quo.

Financial Implications

The Farmers' Market agrees to pay the Bondar Pavilion half-day non-profit rate, along with one hour of supervisory fee, as outlined in the user fee by-law approved annually by Council, for each market day. Fees will be billed to the Farmers' Market.

Strategic Plan / Policy Impact / Climate Impact

Strategic Plan

- Focus area 2: Quality of Life – Vibrant Downtown: creating a hub of activity and excitement through shops, events, promotion and amenities. Supporting and growing a creative local economy.

- Focus Area 4: Service Delivery – Community Partnerships: build collaborative relationships to enhance service delivery options.

Recommendation
It is therefore recommended that Council take the following action:

The relevant By-Law 2026-135 is listed under Item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Rick Borean
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The Corporation of the
City of Sault Ste. Marie

C O U N C I L R E P O R T

September 21, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Travis Anderson, Director Tourism and Community Development
DEPARTMENT:	Community Development and Enterprise Services
RE:	2028 Ontario Winter Games Transfer Payment Agreement

Purpose

The purpose of this report is to seek Council approval to enter into an agreement with His Majesty the King in right of Ontario as represented by the Ministry of Sport for Sault Ste. Marie to host the 2028 Ontario Winter Games February 11-14, 2028 and February 18-21, 2028.

Background

On May 8, 2026, the Government of Ontario officially announced Sault Ste. Marie as successful host community of the 2028 Ontario Winter Games. The Games will be held in Sault Ste. Marie on February 11-14, 2028, and February 18-21, 2028, with sporting groups split between the two distinct weekends.

The 2028 Ontario Winter Games will deliver a major economic and community impact for Sault Ste. Marie and the Algoma region. Ontario's largest multi-sport winter event for amateur athletes, the Games bring approximately 2,800 athletes, coaches, and officials together across 25+ sports every two years. Previous host communities have reported more than $5 million in economic impact through hotels, restaurants, transportation, retail, and local activities. Thousands of visitors, including families, fans, and media, will support local businesses while experiencing our community. The Games are also anticipated to build community pride, engage volunteers and youth, promote active lifestyles, and create a lasting legacy.

The cost of hosting the games is estimated at $1.8 million, with the City having allocated $150,000, by way of Council resolution in 2024. The remainder of the funds will be sourced through sponsorships and provincial funds allocated to hosting the Games.

Analysis

As part of the award of the Games, the Province of Ontario provides the host community with $ 1,390,000 in funding to help offset the cost of hosting the Games.

To access these funds, the City of Sault Ste. Marie must enter into a funding agreement with the Province. The agreement and associated by-law are found elsewhere on this agenda.

Financial Implications
There are no financial implications associated with this report, as the Province of Ontario is providing a grant to the host community to support the Ontario Winter Games in the amount of $1,390,000.

Further, $150,000 has been previously allocated from the Tourism and Community Development operating budget to support the Games.

Strategic Plan / Policy Impact / Climate Impact
This item supports the Corporate Strategic Plans Focus Area:

- Community Development and Partnership focus of Maximizing Economic Development and Investment with the commitment to maintain financial viability.
- Community Development- Develop partnerships with key stakeholders and reconciliation.

Recommendation
It is therefore recommended that Council take the following action:

The relevant By-law 2026-145 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Travis Anderson
Director, Tourism and
Community Development.
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The Corporation of the
City of Sault Ste. Marie

C O U N C I L R E P O R T

September 21, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Emily Cormier, Sustainability Coordinator
DEPARTMENT:	Community Development and Enterprise Services
RE:	Great Lakes and St. Lawrence Cities Initiative (Local Blue Economy Growth Fund) Funding Agreement

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Purpose

The purpose of this report is to seek Council approval to enter into an agreement with the Great Lakes and St. Lawrence Cities Initiative Local Blue Economy Growth Fund (LBEG Fund) and the City of Sault Ste. Marie for the End-to-End Microplastic Isolation and Quantum Detection Pilot Project.

Background

The Great Lakes and St. Lawrence Cities Initiative is a multinational coalition of municipal, Tribal, and First Nation leaders united through its U.S. and Canadian organizations, working to advance economic prosperity and protect fresh water across the Great Lakes and St. Lawrence River Region. Together, the coalition represents more than 425 communities, of which the City of Sault Ste. Marie is a member.

The Cities Initiative and its members work to advance the economic, environmental, and social health of the Great Lakes and St. Lawrence River Region and its communities through four strategic pillars: Healthy Lakes and Rivers, Economic Transformation, Climate and Coastal Resilience and Safe and Affordable Water. Members of the coalition work together and with other orders of government, partners, and stakeholders to improve and modernize infrastructure, invest in freshwater stewardship and community development, and build the Fresh Coast Economic Corridor.

City representatives attended the Great Lakes Conference in Hamilton in 2026 and were encouraged to apply to the Local Blue Economy Growth Fund for a pilot project. The City has received notification of approval of the funding application submitted to the LBEG Fund in the amount of $49,998 in September 2026. The LBEG Fund has provided a grant agreement for approval and signature by the City of Sault Ste. Marie.

Analysis
The End-to-End Microplastic Isolation and Quantum Detection Pilot Project will be undertaken by the City of Sault Ste. Marie, in partnership with AbbaTek, Algoma University, and the Sault Ste Marie Innovation Centre to deploy and evaluate the use of AbbaTek's dual-technology solution for microplastics management.

The project aligns directly with the Local Blue Economy Growth Fund priorities related to pollution capture and contaminant removal, as well as smart and innovative technology solutions for stormwater management. By combining environmental monitoring with data-driven decision-making tools, the project aims to support more resilient municipal water management practices while advancing Ontario's freshwater innovation economy.

The project is expected to generate both environmental and economic benefits. Environmentally, the pilot will improve understanding of microplastic pollution pathways affecting local waterways and support evidence-based stormwater management strategies that contribute to healthier lakes and rivers. Economically, the project will help advance commercialization and validation of an Ontario-developed environmental technology solution while creating opportunities for research collaboration, student training, and future municipal innovation partnerships.

This pilot represents an important step toward building scalable freshwater monitoring solutions that can be adopted by municipalities across Ontario and the broader Great Lakes region. The project will also strengthen collaboration between municipal government, post-secondary institutions, applied research organizations, and Ontario-based clean technology innovators.

Financial Implications
The project totals $90,958, and funding has been received in the amount of $49,998, which this agreement pertains to. The remaining costs of $40,600 will be funded from in-kind contributions in the form of staff time and funding from various other local parties.

Strategic Plan / Policy Impact / Climate Impact
The recommendation supports the focus areas and values of the Community Strategic Plan for 2021 – 2024 pillar of **infrastructure:** environment – implement practices and technologies that improve air/water quality and enhance biodiversity

In addition, the project aligns with the value of Environmental Stewardship within the Corporate Strategic plan of using resources wisely to maintain and create a sustainable city for future generations.

Recommendation
It is therefore recommended that Council take the following action:

The relevant By-law 2026-147 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Emily Cormier
Sustainability Coordinator
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e.cormier2@cityssm.on.ca

GREAT LAKES AND ST. LAWRENCE CITIES INITIATIVE / ALLIANCE DES VILLES DES GRANDS LACS ET DU SAINT-LAURENT
FUNDING AGREEMENT

Project No.: 20260619-001-004

Project Name: End-to-End Microplastic Isolation and Quantum Detection Pilot

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BETWEEN:

GREAT LAKES AND ST. LAWRENCE CITIES INITIATIVE / ALLIANCE DES VILLES DES GRANDS LACS ET DU SAINT-LAURENT

(the **"Cities Initiative**")

AND

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the **"Recipient**")

WHEREAS the Cities Initiative administers the Local Blue Economy Growth Fund, which provides the authority to enter into this Agreement;

WHEREAS the Recipient is eligible and has the capacity to carry out the Project;

WHEREAS the Recipient shall not generate profit as a direct result of the Project directly supported by this Agreement;

WHEREAS the Cities Initiative has agreed to provide funding to the Recipient for the purposes of carrying out the project;

WHEREAS the financial payment to the Recipient shall not directly result in the Cities Initiative acquiring a good or service from the Recipient; and

AND WHEREAS this Agreement is the instrument under which the Cities Initiative contribution shall be made;

NOW THEREFORE, the Parties agree as follows:

1.0 DEFINITIONS

In the Agreement, the following terms will have the following meanings:

"Agreement" means this document, along with the Schedules in the following list, which together form the entire Agreement between the Cities Initiative and the Recipient, superseding all previous Agreements, documents, representations, negotiations, understandings and undertakings related to its subject matter. The Recipient acknowledges having read the Agreement and agrees with the contents.

- Schedule A – General Terms and Conditions
- Schedule B – Project Description and Workplan
- Schedule C – Performance Measures and Targets
- Schedule D – Project Budget and Cash Flow
- Schedule E – Payment Schedule
- Schedule F – Communications Protocol

"Agreement End Date" means the date at which all projects must be completed and final report submitted as defined in Section 2.0.

"Budget" means the budget attached to the Agreement as Schedule D.

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Cities Initiative Contribution" means the contribution referred to in Section 5.0(a).

"Effective Date" means the date set out at in Section 2.0.

"Eligible Expenditure" means an expenditure incurred by the Recipient between the Effective Date and the Agreement End Date, according to Section 6.0 and the terms and conditions set out in Schedule A.

"Event of Default" has the meaning ascribed to it in sub-section A8.1 in Schedule A.

"Expiry Date" means 30 days following the Agreement End Date.

"Funding Year" means:

(a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following December 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on January 1 following the end of the previous Funding Year and ending on the following December 31 or the Expiry Date, whichever is first.

"Funds" means the money the Cities Initiative provides to the Recipient pursuant to the Agreement.

"In Kind Contribution" means the cash-equivalent contribution in the form of a useful and valuable good, service, or other support provided to the Project, for which no cash is exchanged but that is essential to the Project and that would have to be purchased on the open market, or through negotiation with the provider, if it were not provided.

"Indemnified Parties" means the Cities Initiative, its officers, servants, employees, and agents.

"Loss" means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to Section A8.0 in Schedule A and includes any such period or periods of time by which the Cities Initiative extends that time.

"Parties" means the Cities Initiative and the Recipient.

"Party" means either the Cities Initiative or the Recipient.

"Proceeding" means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

"Project" means the undertaking described in Schedule B.

"Project Event" means any event being held by the Recipient to announce the Project, the receipt

of funding under the Project, a major milestone of the Project, or results of the Project.

"Total Contribution" means the total value of the cash and in-kind contributions from all sources secured for expenditures related to the Project.

2.0 DURATION

This agreement comes into effect on the date of the last signature ("Effective Date") and ends on December 31, 2027 ("Agreement End Date") unless this Agreement is terminated earlier in accordance with the terms of the Agreement. The project shall be completed by the Agreement End Date and all funds distributed by the Expiry Date.

3.0 PURPOSE AND EXPECTED RESULTS

The purpose of this Agreement is to establish the terms and conditions for the provision of Funds by the Cities Initiative to the Recipient. Funds shall enable the Recipient to implement End-to-End Microplastic Isolation and Quantum Detection Pilot.

The project will deploy two new innovative technologies (MPDetect and AcoustiPure) to filter, detect, and monitor microplastics in stormwater to determine the effectiveness of stewardship and microplastic clean-up efforts. This Agreement supports the objectives of the Local Blue Economy Growth Fund, a program under the Cities Initiative's Economic Transformation Action Plan, with the expected result(s) of:

(a) protecting freshwater and promoting healthy lakes and rivers;
(b) reducing water pollution and improve water quality;
(c) strengthening community climate resilience; and
(d) contributing to the growth of Ontario's freshwater blue economy through the adoption of innovative water technology solutions.

4.0 ACTIVITIES, PROJECT, OR INITIATIVE BEING FUNDED

In order to achieve the expected results, the Recipient shall undertake the Project as described in Schedule B. The Funds contributed by the Cities Initiative shall support, in whole or in part, the following key project activities:

(a) Identification of monitoring locations and development of deployment plan and data collection protocols.
(b) Staff training, calibration, and deployment of AbbaTek's MPDetect and AcoustiPure technologies at St. Mary's River Water Quality Surveillance Station and at selected stormwater and nearshore monitoring sites to establish baseline microplastic contamination levels.

(c) Project showcase with Canadian Bushplane Heritage Centre.
(d) Parallel validation testing of MPDetect versus lab techniques.
(e) Continued monitoring to assess changes in microplastic concentrations and evaluation of dual-technology system performance in municipal applications.
(f) Project data analysis to map specific polymer types (PET, PE, PP, PS) against specific municipal outfalls.
(g) Synthesis of the baseline data, system capacity results, and polymer maps into a comprehensive final technical report, recommendations, presentations, and knowledge-sharing materials.

Schedule B describes the Project activities in more detail.

5.0 MAXIMUM AMOUNT OF CONTRIBUTION

(a) The Cities Initiative agrees, subject to the terms and conditions of this agreement, to contribute Funds towards the Eligible Expenditures set out in this Agreement incurred by the Recipient to undertake the Project up to a maximum amount of $49,998.00 cash.

(b) The Total Contributions (cash and in-kind) secured or provided by the Recipient for the Project is $40,600.00.

(c) The Cities Initiative cash contribution shall be based on the agreed upon cashflow requirements, as set out in Schedule D, and the maximum amounts to be available for each Fiscal Period are as follows:

- For the Fiscal Period 2026-2027 in the amount of $39,000.00.
- For the Fiscal Period 2027-2028 in the amount of $10,998.00.

The maximum amounts available for each Fiscal Period shall be confirmed or amended by both the Cities Initiative and the Recipient upon review of updated cashflow requirements, as set out in Schedule D.

(d) The Recipient shall immediately advise the Cities Initiative if any amount of the Cities Initiative Contribution provided will not be (or has not been) spent as indicated in Schedule D. The Cities Initiative will determine the appropriate follow-up actions required, which may include amending the Agreement and/or requiring a repayment to the Cities Initiative. If the Cities Initiative is advised at or subsequent to the Agreement End Date, then the Recipient shall be required to repay to the Cities Initiative the balance within 30 days following the Agreement End Date.

6.0 ELIGIBLE EXPENDITURES

(a) The following shall be Eligible Expenditures, if directly incurred for the purposes of the Project and if the terms and conditions set out in the Agreement are met by the Recipient to the satisfaction of the Cities Initiative:

- Technology and equipment costs
- Professional and contracted services
- Staffing and personnel costs (up to 10% of total Funds contributed)
- Materials and supplies, including printing and promotional materials
- Honoraria for Indigenous Elders or community knowledge holders

(b) Expenditures, other than those herein allowed, are ineligible unless specifically approved in writing by the Cities Initiative prior to the time the expenditures are incurred.

(c) For clarity, the following is a non-exhaustive list of costs for which the Cities Initiative will not provide any Funds, unless specifically stated otherwise in the Agreement:

- Costs incurred prior to the Effective Date
- Costs incurred after the Agreement End Date
- Overhead and core administrative costs (e.g., rent)
- Insurance
- Capital expenses related to the purchase, construction, or betterment of tangible capital assets for use in the organization's operation on a continuous basis
- Land securement
- Clothing
- Appreciation gifts
- Honoraria other than for Indigenous Elders or community knowledge holders
- Refundable portions of the harmonized sales tax (HST)
- Legal costs (including but not limited to litigation)

7.0 USE OF FUNDS TO CARRY OUT THE PROJECT

The Recipient will do all of the following:

(a) carry out the Project in accordance with the Agreement;

(b) use the Funds only for the purpose of carrying out the Project;

(c) spend the Funds only in accordance with the Budget;

(d) not use the funds to cover any cost that has been or will be funded or reimbursed (including taxes) by one or more of any third party.

7.1 PROJECT OVER BUDGET

The Recipient acknowledges that subject to sub-section D2.1(a) in Schedule D, should Project expenses exceed the amount of the Funds allocated per expense line in the Budget, the Cities Initiative is not responsible for any additional funding, and the Recipient undertakes to incur all further costs necessary to complete the Project.

7.2 CASH FLOW MANAGEMENT

In order to more accurately reflect the Recipient's anticipated cash flow needs (as conveyed to the Cities Initiative), the Cities Initiative may delay or divide any instalment of the Funds set out in Section E. If the instalment amount is so delayed or divided by the Cities Initiative, the Recipient may request another payment by providing Notice to the Cities Initiative including a cash flow forecast until the next Report is due and confirmation of the amount of the Funds already spent to date. The Cities Initiative may provide another payment based on the information so provided.

7.3 BUDGET FLEXIBILITY

Despite Section 7.0(c), the Recipient may apply limited Budget flexibility as described in sub-section D2.1(a) of Schedule D.

7.4 VERIFICATION

The Cities Initiative may delay payment of any instalment of the Funds set out in the Payment Schedule (Schedule E) until the Cities Initiative is satisfied with any supporting documentation requested and received to verify information provided through Reports or other reports.

8.0 BASIS AND METHOD OF PAYMENT

(a) **Basis of Payment**: Within the limits of Section 5.0 of the Agreement, and upon receipt and acceptance of any required reports and/or forms under this Agreement, and in accordance with the Cities Initiative's policies and the applicable laws relating to financial administration, as amended from time to time, the Cities Initiative agrees to pay the Recipient up to the maximum amount specified in Section 5.0(a).

(b) **Method of Payment**: The Recipient is eligible to receive payments for the Cities Initiative's Contribution stated in Section 5.0(d) as per the payment plan outlined in Schedule E. Payment will be issued via Electronic Funds Transfer.

(c) **Final Payment**: During the final Fiscal Period for Projects, the Cities Initiative will withhold a minimum of ten (10) per cent of the total Cities Initiative Contribution. The Cities Initiative will issue the final payment to reimburse the unpaid balance of Eligible Expenditures upon receipt and acceptance by the Cities Initiative of the final report(s) required by Section 9.0.

9.0 REPORTING

The Recipient will:

(a) submit to the Cities Initiative via the method set out in Section 10.0:

i. all Reports in accordance with the timelines and content requirements set out in sub-section 9.1;

ii. any other reports in accordance with any timelines and content requirements the Cities Initiative may specify from time to time;

(b) ensure that all Reports are:

i. completed to the satisfaction of the Cities Initiative; and

ii. signed by an authorized signing authority of the Recipient.

9.1 REPORT DESCRIPTION

(a) **Interim Progress Report**: The Recipient shall provide an interim progress report on the Project and progress made in achieving the results as set out in Sections 3.0 and 4.0 by the date set out in sub-section 9.3. The Interim Progress Report will set out:

i. actions undertaken in carrying out the Project from the Effective Date to the date of the report, including key milestones achieved, with reference to Sections 3.0 and 4.0;

ii. any variances from the timelines, the reasons for such variances, and the strategy used to correct the variances;

iii. a description of the procurement processes followed by the Recipient to acquire the goods, services, and any other expenses on which Funds were spent that were required to carry out the Project;

iv. an interim accounting of all Project expenditures to date by expense line as shown in the Budget and Cash Flow in Schedule D, signed by the Chief Financial Officer or equivalent, confirming actual Project expenditures and providing an explanation for any variances from the Budget or Cash Flow;

v. an accounting of any other funding received for the Project, the identification of the funding organization (including the Recipient), the amount, and the specified aspect of the Project that the additional funding is supporting, as well as a statement confirming that there is no overlap of funding from the Cities Initiative and any other third-party organization;

vi. for any staff position covered in whole or in part by some of the Funds, confirmation of the time spent by the staff person on the Project;

vii. a statement signed by the signing authority confirming that the Recipient is in compliance with the terms and conditions of the Agreement except as disclosed in the Interim Progress Report.

(b) **Final Report**: The Final Report is due no later than 11:59 PM ET December 31, 2027. The Final Report will set out:

i. actions undertaken in carrying out the Project from the Effective Date to the date of the report, including key milestones achieved, with reference to Sections 3.0 and 4.0;

ii. a description of to what extent the performance targets listed in Schedule C were met, what that indicates about the Recipient's success in meeting the Project objective(s) identified in Section 4.0, and lessons learned;

iii. a summary of the technical findings and outcomes of the data analysis completed as part of the Project, including but not limited to recommendations for future application and scalability to other regions;

iv. a description of the procurement processes followed by the Recipient to acquire the goods, services, and any other expenses on which Funds were spent that were required to carry out the Project;

v. any variance from the timelines, the reason for such variances, and the strategy used to correct them;

vi. an accounting of any other funding received for the Project, the identification of the funding organization (including the Recipient), the amount, and the specified aspect of the Project that the additional funding is supporting, as well as a statement confirming that there is no overlap of funding from the Cities Initiative and any other third-party organization;

vii. for any staff position covered in whole or in part by some of the Funds, confirmation of the time spent by the staff person on the Project;

viii. an accounting of any unspent Funds and an explanation as to why there are remaining funds;

ix. a summary of all communications and communications activities (including but not limited to signage, social media posts, and events) undertaken to promote and/or build awareness of the Project, as well as dates and copies of news releases issued in accordance with Section 11.0;

x. a statement signed by the signing authority confirming that the Recipient is in compliance with the terms and conditions of the Agreement except as disclosed in the Final Report.

(c) **Public-facing Project Reports**: The Recipient will produce two (2) public-facing project reports, to be shared via social media, the Recipient's website, newsletter or other online platform, that showcases the following activities and/or outcomes:

i. Deployment of the two innovative technologies (MPDetect and AcoustiPure) and their expected outcomes.

ii. The results of the pilot project.

(d) **Other Reports**: The Cities Initiative will specify the timing and content of any other Reports as may be necessary.

(e) **Supporting Documentation and Information**: For clarity, the Cities Initiative may request supporting documentation and other information from the Recipient as part of the Reports submitted as described in this Section.

9.2 SITE VISITS

The Cities Initiative or any authorized representative may, at the Cities Initiative's expense, upon seventy-two (72) hours' Notice to the Recipient, conduct one or more site visits during normal business hours to one or more locations where Project activities are taking place, to review the progress of the Project. The Recipient agrees

to arrange and facilitate virtual site visits in lieu of in-person site visits should the Cities Initiative so request.

9.3 REPORTING DUE DATES AND SUBMISSION METHOD

(a) **Interim Progress Report**: The due date for the Interim Progress Report is 11:59 PM ET March 31, 2027.

(b) **Final Report**: The Final Report is due on or before 11:59 PM ET December 31, 2027.

(c) **Submission Method**: When reporting to the Cities Initiative, the Recipient will use the templates provided by the Cities Initiative and submit via the method specified in Section 10.0.

Except as noted below, if the due date of any Report falls on a non-Business Day, the due date is deemed to be the next Business Day.

For any Report due on December 31 in a year when December 31 is not on a Business Day, the due date of such report is deemed to be the Business Day immediately prior to December 31.

10.0 CORRESPONDENCE

(a) Any notice, report submission, or other formal correspondence between the Parties shall be sent via email to lbegf@glslcities.org and addressed to Calantha Elsby, Ontario Program Manager.

(b) If such notice or other formal communication is delivered in person, it shall be deemed to have been received on the date of delivery. If such notice is sent by email, it shall be deemed to be received as of the date of the transmission.

11.0 COMMUNICATIONS

(a) **Disclosure:** The Recipient shall not publicly disclose being notified of a successful application for the Funds, negotiating, drafting or entering into the Agreement, or receiving the Funds until permitted by the Cities Initiative. For clarity, after the Cities Initiative has (a) made a public announcement concerning the Funds and/or the Agreement, or (b) provided permission that the Recipient may publicly disclose being notified of a successful application for the Funds and the Recipient has made a public announcement, no further permissions are required from the Cities Initiative for subsequent Recipient disclosures except as described in Section 11.0(d) and Schedule F.

(b) **Recognition of the Cities Initiative Contribution**: Unless the Cities Initiative directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

i. acknowledge the support of the Cities Initiative and the Local Blue Economy Growth Fund for the Project;

ii. ensure that any acknowledgement is in a form and manner indicated in Schedule F Section F3.0(d) and Schedule A Section A19.0; and

iii. indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Cities Initiative.

(c) **Other communications activities and products**: Other communications activities, including joint initiatives between the Parties, shall be delivered in accordance with the Communications Protocol in Schedule F.

(d) **News release**: The Recipient will acknowledge the support of the Cities Initiative, the Local Blue Economy Growth Fund, and the Province of Ontario for the Project by issuing a minimum of one (1) news release through a third-party platform (social or traditional media) as permitted by the Cities Initiative. At least twenty (20) business days in advance of publication (or lesser time if agreed to by the Cities Initiative), the Recipient will provide a draft of the news release to the Cities Initiative for review and comment to ensure compliance with the Agreement. In particular, the Recipient will ensure that in drafting the news release, the Recipient will ensure compliance with Section A14.0 (Independent Parties) of Schedule A to the Agreement.

(e) **Social media:** For digital communications that the Recipient posts on social media about the Cities Initiative's support of the Project, the Recipient will tag the Cities Initiative where appropriate. The Recipient may contact the Cities Initiative to request support by the Cities Initiative for its social media communications (e.g., sharing or reposting).

(f) **Use of the Local Blue Economy Growth Fund or Cities Initiative logo**: The Recipient may only use the Local Blue Economy Growth Fund or Cities Initiative logos by requesting and obtaining written approval from the Cities Initiative. The placement of the logo on the Recipient's materials will clearly identify the Cities Initiative as a funder, funding supporter or sponsor, and not as a partner or similar.

(g) **Use of Ontario logo.** The Recipient may only use the Ontario logo by requesting and obtaining written approval from the Province via the Cities Initiative. The placement of the logo on the Recipient's materials will clearly identify the Government of Ontario as a funder, funding supporter or sponsor, and not as a partner or similar.

(h) **Project Events:** The Recipient will notify the Cities Initiative of any planned Project Events at least 45 days prior to the Project Event (or lesser time if agreed to by the Cities Initiative) and, at that time, will extend an invitation to a representative of the Cities Initiative to attend the Project Event at the Cities Initiative's expense. The Recipient acknowledges that the Cities Initiative reserves the right to decline any invitation.

12.0 SIGNATURES

The Parties have executed the Agreement on the dates set out below.

GREAT LAKES AND ST. LAWRENCE CITIES INITIATIVE / ALLIANCE DES VILLES DES GRANDS LACS ET DU SAINT-LAURENT

_____	_____
Date	Name: Phillipe Murphy-Rheaume Title: Chief Operations Officer and Canada Managing Director

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____	_____
Date	Name: Matthew Shoemaker Title: Mayor
_____	_____
Date	Name: Rachel Tyczinski Title: City Clerk

I have authority to bind the Recipient.

SCHEDULE A: GENERAL TERMS AND CONDITIONS

A1.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A1.1 **General.** The Recipient represents, warrants, and covenants that:

(a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;

(b) it is, and will continue to be, a member in good standing of the Cities Initiative as of the date of this Agreement until the Agreement End Date;

(c) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

(d) it has and will continue to have for the term of the Agreement, adequate financial resources to cover normal operating expenses and be a going concern;

(e) it has, and will continue to have, the appropriate people, processes, and tools in place to ensure that information technology-related work is carried out securely, particularly with respect to the provisions of services online and the collection and storage of sensitive personal data;

(f) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and

(g) unless otherwise provided for in the Agreement, any information the Recipient provided to the Cities Initiative in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A1.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

(a) the full power and capacity to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement.

A2.0 PERSONS NOT TO BENEFIT AND LOBBYISTS

The Recipient warrants that:

(a) no bribe, gift, or other inducement has been paid, given, promised or offered to any person for, or with a view to, the obtaining of this Agreement by the Recipient;

(b) it has not employed any person to solicit or secure this Agreement upon any Agreement for commission, percentage, brokerage or contingent fee; and,

(c) it and any person lobbying on its behalf to obtain the contribution under this Agreement or any benefit hereto related and who is required to be registered pursuant to the Lobbying Act, is registered pursuant to that Act.

A3.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A3.1 **Acquisition**. If the Recipient acquires goods, services or any other expense items identified in the Budget Table in section D1.0 of Schedule D with the Funds, it will do so through a process that promotes the best value for money in accordance with the principles of the procurement directive issued under the *Broader Public Sector Accountability Act, 2010 (Ontario)*.

A3.2 **Disposal.** The Recipient will not, without the Cities Initiative's and the Province of Ontario's prior consent, sell, lease, change, or otherwise dispose of:

(a) any asset purchased or created in whole with the Funds, the cost of which was a minimum of $1,000.00 (before tax);

(b) any asset purchased or created in part with the Funds, where the Funds totaled $1,000.00 to $25,000.00 (inclusive, before tax) and covered a minimum of 40% of the total cost of the asset; or

(c) any asset purchased or created in part with the Funds, where the Funds exceeded $25,000.00 (before tax).

A4.0 CONFLICT OF INTEREST

A4.1 **Conflict of Interest Includes.** For the purposes of Section A4.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased,

and impartial judgment relating to the Project, the use of the Funds, or both.

A4.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

(a) the Recipient:

i. provides Notice to the Cities Initiative disclosing the details of the actual, potential, or perceived conflict of interest; and

ii. requests the consent of the Cities Initiative to carry out the Project with an actual, potential, or perceived conflict of interest;

(b) the Cities Initiative provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and

(c) the Recipient complies with any terms and conditions the Cities Initiative may prescribe in its consent.

A5.0 LIABILITY

The Recipient shall indemnify and save harmless the Cities Initiative, its officers, servants, employees, and agents from and against all liability, loss, damages, costs and expenses, including reasonable solicitor/client fees, administrative fees and disbursements, and from all claims, demands, actions, or any other proceeding whatsoever and by whomever made, for personal injury, death, environmental effect or property damage, arising directly or indirectly and whether by reason of anything done or omitted to be done, as a result of negligence or otherwise, from the performance or any default or delay in performance of the Recipient's obligations under this Agreement.

The Cities Initiative shall not be liable for any loan, capital lease or other long-term obligation in relation to the Project for which the contribution is provided.

A6.0 INSURANCE

A6.1 **Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule B per occurrence, which commercial general liability insurance policy will include the following:

(a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) at least 30 days' written notice of cancellation.

A6.2 **Proof of Insurance.** The Recipient will:

(a) provide to the Cities Initiative, either:

i. certificates of insurance that confirm the insurance coverage required by section A6.1; or

ii. other proof that confirms the insurance coverage required by section A6.1; and

(b) in the event of a Proceeding, and upon the Cities Initiative's request, the Recipient will provide to the Cities Initiative a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A7.0 TERMINATION ON NOTICE

A7.1 **Termination on Notice.** The Cities Initiative may terminate the Agreement at any time without liability, penalty, or costs upon giving sixty (60) days' Notice to the Recipient.

A7.2 **Consequences of Termination on Notice by the Cities Initiative.** Subject to the maximum amount of the Cities Initiative Contribution under Section 5 of this Agreement and any limits on Eligible Expenditures imposed within the termination notice, the Cities Initiative shall reimburse the Recipient for any Eligible Expenditures incurred and claimed to the effective date of the notice of termination. The funding obligations of the Cities Initiative shall cease as of the effective date of termination.

A8.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A8.1 **Events of Default.** The Cities Initiative may declare a default under this Agreement if any of the following events occur:

(a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors, ceases to actively carry on a business or is subject to an order made or resolution passed for the winding-up of the operations of the Recipient;

(b) the Recipient has submitted false or misleading information to the Cities Initiative or has made a false or misleading representation in respect of any matter related to this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to the Cities Initiative's satisfaction;

(c) the Cities Initiative, at its discretion concludes, pursuant to a review of any of the financial reports submitted pursuant to Section 9.0, that a material discrepancy exists between the actual revenues and expenditures incurred by the Recipient to date and the forecast amounts set out in Schedule D or between the results attained by the Recipient to date and those that could reasonably be expected to have been attained at that point in time;

(d) the Recipient is no longer eligible under the eligibility requirements of the Local Blue Economy Growth Fund;

(e) the Recipient fails to complete the Project on the terms and conditions herein; and/or

(f) the Recipient fails to perform or comply with any term, condition, or other obligation contained in this Agreement for which it has responsibility.

A8.2 **Remedies.** If an Event of Default occurs, the Cities Initiative may, at any time, take one or more of the following actions:

(a) initiate any action the Cities Initiative considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Cities Initiative determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel further instalments of Funds;

(f) require the Recipient to repay all or part of the Cities Initiative Contribution

disbursed;

(g) upon giving notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Cities Initiative.

The fact that the Cities Initiative refrains from exercising a remedy or any right herein shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right by the Cities Initiative shall not prevent the Cities Initiative in any way from later exercising any other remedy or right under this Agreement or other applicable law.

A8.3 **Opportunity to Remedy.** If, pursuant to sub-section A8.2(b), the Cities Initiative provides the Recipient with an opportunity to remedy the Event of Default, the Cities Initiative will give Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

A8.4 **Recipient not Remedying.** If the Cities Initiative provides the Recipient with an opportunity to remedy the Event of Default pursuant to sub-section A8.2(b), and:

(a) the Recipient does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to the Cities Initiative that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Cities Initiative,

the Cities Initiative may extend the Notice Period or initiate any one or more of the actions provided for in sub-sections A8.2(a), (c), (d), (e), (f), and (g).

A8.5 **When Termination Effective.** Termination under Section A8.0 will take effect as provided for in the Notice.

A9.0 FUNDS AT THE END OF A FUNDING YEAR

Without limiting any rights of the Cities Initiative under Section A8.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget Table (Schedule D), the Cities Initiative may take one or both of the following actions:

(a) demand from the Recipient payment of the unspent Funds;

(b) adjust the amount of any further instalments of Funds accordingly.

A10.0 FUNDS UPON EXPIRY

Upon expiry of the Agreement, the Recipient will pay to the Cities Initiative any Funds remaining in its possession, under its control, or both.

A11.0 DEBT DUE AND PAYMENT

A11.1 **Payment of Overpayment.** If at any time the Cities Initiative provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Cities Initiative may:

(a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

(b) demand that the Recipient pay to the Cities Initiative an amount equal to the excess Funds.

A11.2 **Debt Due.** If, pursuant to the Agreement:

(a) the Cities Initiative demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or

(b) the Recipient owes to the Cities Initiative any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Cities Initiative has demanded their payment,

such amounts will be deemed to be debts due and owing to the Cities Initiative by the Recipient, and the Recipient will pay the amounts to the Cities Initiative immediately, unless the Cities Initiative directs otherwise.

A11.3 **Payment of Money.** The Recipient will pay any money owing to the Cities Initiative by cheque payable to the "Great Lakes and St. Lawrence Cities Initiative/Alliance des Villes des Grands Lacs et du Saint-Laurent" and delivered to the Cities Initiative at the address set out in Schedule B.

A12.0 NOTICE

A12.1 **Notice in Writing and Addressed.** Notice will be:

(a) in writing;

(b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and

(c) addressed to the Cities Initiative or the Recipient as set out in Schedule B, or as either Party later designates to the other by Notice.

A12.2 **Notice Given.** Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five (5) Business Days after the Notice is mailed; or

(b) in the case of fax, one (1) Business Day after the Notice is delivered; and

(c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A12.3 **Postal Disruption.** Despite sub-section A12.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A13.0 WAIVER

A13.1 **Condonation not a waiver**. Failure or delay by either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A13.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A14.0 INDEPENDENT PARTIES

The Recipient is not an agent, joint venturer, partner, or employee of the Cities Initiative, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A15.0 ASSIGNMENT OF AGREEMENT OR FUNDS

The Recipient will not, without the prior written consent of the Cities Initiative, assign any of its rights or obligations under the Agreement.

A16.0 RECORDS

A16.1 **Record Keeping**. The Recipient agrees to keep proper accounts and records of the revenues and expenditures for the subject matter of the Agreement, including all invoices, receipts and vouchers relating thereto for a period of six years after the expiration or early termination of the Agreement.

A16.2 **Access to Records and Information**. Subject to applicable access and privacy legislation and case law, the Recipient shall allow representatives of the Cities Initiative to have access to any records, information, databases, audit and evaluation reports and such information that may be in any way relative to the Project, as the Cities Initiative may request during the life of the Agreement or within six years after its early termination or expiration.

A17.0 CONSENT TO DISCLOSURE

The Recipient consents to the public disclosure by the Cities Initiative of any information provided under this Agreement, including without limitation information which relates to activities and objectives which are the subject of this Agreement, except where such information would not be disclosed pursuant to Section 20 of the *Access to Information Act R.S.C. 1985, c. A-1*. It is expressly agreed that the Cities Initiative may disclose, among other information, the following elements of information:

- Name of the Recipient;
- Maximum amount of the contribution;
- Purpose of the Agreement;
- Activities to be undertaken under the Agreement;
- Duration of the Agreement; and
- Analysis, audit and evaluation reports relating to the Project performed by either of the Parties.

A18.0 INTELLECTUAL PROPERTY RIGHTS

"Intellectual Property Rights" means any and all intellectual property rights recognized by law, including but not limited to intellectual property rights protected through legislation.

(a) Any Intellectual Property Rights created by the Recipient in association with

the Project shall vest in and remain the property of the Recipient.

(b) The Recipient hereby grants to the Cities Initiative a non-exclusive, unconditional, irrevocable, perpetual, worldwide, royalty-free right to exercise all Intellectual Property Rights that vest in the Recipient under Section A18.0(a), for any public purpose except commercial exploitation in competition with the Recipient. The Cities Initiative's license includes the right to use, produce, publish, translate, reproduce, adapt, modify, disclose, share, distribute, and broadcast the intellectual property.

(c) The Recipient shall further be responsible for providing to the Cities Initiative upon request, a written permanent waiver of moral rights (as this term is defined in the *Copyright Act, R.S.C., 1985, c. C-42*), from every author that contributes to the intellectual property which is subject to copyright protection.

A19.0 DISCLAIMER

The Recipient shall include the following disclaimer in any public information releases, advertising, promotional announcements, activities, speeches, lectures, interviews, ceremonies and web sites when the Recipient expresses a view or opinion specifically relating or referring to the Project.

"The views expressed herein are solely those of the City of Sault Ste. Marie."

« Les opinions exprimées dans ce document sont celles de la Ville de Sault-Sainte-Marie. »

A20.0 SEVERABILITY OF PROVISIONS

A20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A21.0 ACCESSIBILITY AND INCLUSION

A21.2 **Accessibility.** As the Funds are being provided to the Recipient for a public purpose and are public funds, in using the Funds for the Project, the Recipient should consider the accessibility needs of persons with disabilities in order to support people of all abilities having equitable and barrier-free access to programs and services funded by the Cities Initiative. The Recipient will use best efforts to accommodate these needs when designing and undertaking the Project.

A21.3 **Inclusion.** As the Funds are being provided to the Recipient for a public purpose and

are public funds, in using the Funds for the Project, the Recipient should consider the concept of inclusion, recognizing, welcoming and making space for diversity, to support all persons accessing programs and services funded by the Cities Initiative. The Recipient will use best efforts to incorporate inclusion into the Project.

A22.0 ENVIRONMENTAL INITIATIVES

A22.1 **Meetings.** As the Funds are being provided to the Recipient for a public purpose and are public funds, in using the Funds for meetings, the Recipient will make best efforts to hold virtual meetings instead of requiring attendees to travel to meetings in person.

A22.2 **Printing.** As the Funds are being provided to the Recipient for a public purpose and are public funds, in using the Funds for printing, the Recipient will make best efforts to:

(a) minimize the need to print documents by scanning and e-mailing documents that might otherwise be printed;

(b) print or copy double-sided and in black and white when printing or copying is necessary; and

(c) purchase paper from environmentally responsible sources.

A23.0 PERSONAL INFORMATION AND PARTICIPATION BY MINORS

A23.1 **Permissions.** The Recipient represents, warrants and covenants that it has or will receive permission to disclose the personal information of all individuals whose personal information is disclosed in the Agreement or during the Project, Reports or other reports, and, in the case of minors, the legal guardian or parent has provided such permission on behalf of the minor.

A23.2 **Consent of Legal Guardian.** The Recipient acknowledges that it is the responsibility of the Recipient to obtain express written consent from the legal guardian of any minors who are involved in any way with the Project.

A22.0 SURVIVAL OF TERMS

All representations and obligations contained in this Agreement on the part of each of the Parties expressly or by nature shall survive the early termination or the expiration of this Agreement until they are satisfied or until they expire by nature.

The following sections and sub-sections shall survive the termination of this Agreement:

- 1.0, 7.1, 8.0(c), 9.0, 11.0(f),

- A1.1(a), A3.2, A4.0, A5.0, A8.0, A9.0, A11.2, A12.0, A16.0, A18.0, A20.0, and A23.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE B: PROJECT DESCRIPTION AND WORKPLAN

B1.0 PROJECT SPECIFIC INFORMATION

Maximum Funds	$49,998.00
Expiry Date	30 days after the Final Report due date in sub-section 9.1(d).
Insurance	$ 2,000,000.00
Contact information for the purposes of Notice to the Cities Initiative	Great Lakes and St. Lawrence Cities Initiative / Alliance des Villes des Grand Lacs et du Saint-Laurent 5140 Yonge Street, Suite 1510 Toronto, Ontario M2N 6L7 Attention: Calantha Elsby, Ontario Program Manager Email: lbegf@glslcities.org Telephone: 519-831-5422
Contact information for the purposes of Notice to the Recipient	Attention: Emily Cormier Position: Sustainability Coordinator Email: e.cormier2@cityssm.on.ca Telephone: 705-989-8748
Contact information for the senior financial person in the Recipient organization to respond as required to requests from the Cities Initiative related to the Agreement	Name: Travis Anderson Position: Director Tourism and Community Development Email: t.anderson@cityssm.on.ca Telephone: 705-759-5348
Recipient's Canada Revenue Agency Business Number	122023120

B2.0 PROJECT DESCRIPTION

The City of Sault Ste. Marie, in partnership with AbbaTek, Algoma University, and the Sault Ste Marie Innovation Centre proposes to undertake a pilot project to deploy and evaluate the use of AbbaTek's dual-technology solution for microplastics management. The 1st technology is MPDetect, an innovative microplastic detection and monitoring system designed for municipal stormwater environments. The 2nd technology solution by AbbaTek is the AcoustiPure, a smart technology that can filter microplastics from turbid water. Using MPDetect, the City will be able to determine the effectiveness of plastic clean up efforts by other technologies, like AcoustiPure, and by local stewardship efforts. The combination of these technologies offers a first-of-it's kind end-to-end microplastic isolation and detection solution designed within municipal stormwater infrastructure.

Microplastic pollution is an emerging threat to freshwater ecosystems across the Great Lakes region. Urban runoff, stormwater discharge, and wastewater overflows contribute significant quantities of microplastic contaminants into rivers and lakes. However, municipalities lack the tools to monitor this pollution in real-time. Traditional sensors suffer from severe membrane fouling in turbid environments, and laboratory testing is too slow and costly for scalable municipal use.

This project will pilot MPDetect and AcoustiPure within selected municipal stormwater and surface water locations in Sault Ste. Marie to assess the system's effectiveness in identifying, filtering, monitoring, and characterizing microplastic contamination pathways. The pilot will generate valuable baseline data regarding contaminant movement and concentrations while demonstrating the practical application of advanced environmental sensing technologies for freshwater protection. This pilot will also determine priority areas for further pollution remediation with AcoustiPure, clean up efforts, or the deployment of new solutions.

The project aligns directly with the Local Blue Economy Growth Fund priorities related to pollution capture and contaminant removal, as well as smart and innovative technology solutions for stormwater management. By combining environmental monitoring with data-driven decision-making tools, the project aims to support more resilient municipal water management practices while advancing Ontario's freshwater innovation economy.
AbbaTek will lead the technical deployment, calibration, and operation of the MPDetect prototype system. The City of Sault Ste. Marie will provide municipal coordination, site access, pollution remediation support, operational support, and integration with existing stormwater management priorities. Algoma University will support operations through the St Mary's River Surveillance Station, and contribute research, student participation, and environmental data analysis. The SSMIC will contribute expertise in community-based innovation, project monitoring, and knowledge mobilization.

The pilot project will include:

- Building capacity for local water quality monitoring through training
- Identification and selection of priority monitoring locations

- Deployment and operation of MPDetect and AcoustiPure monitoring and filtration units
- Collection and analysis of microplastic contamination data
- Evaluation of system performance and operational feasibility
- Community outreach and education on water sustainability and pollution
- Evaluation of pollution remediation strategies
- Development of recommendations for future municipal monitoring and scaling
- Preparation of knowledge-sharing materials and final reporting

The project is expected to generate both environmental and economic benefits. Environmentally, the pilot will improve understanding of microplastic pollution pathways affecting local waterways and support evidence-based stormwater management strategies that contribute to healthier lakes and rivers. Economically, the project will help advance commercialization and validation of an Ontario-developed environmental technology solution while creating opportunities for research collaboration, student training, and future municipal innovation partnerships.

This pilot represents an important step toward building scalable freshwater monitoring solutions that can be adopted by municipalities across Ontario and the broader Great Lakes region. The project will also strengthen collaboration between municipal government, post-secondary institutions, applied research organizations, and Ontario-based clean technology innovators.

B3.0 PROJECT OBJECTIVES

- Demonstration of an innovative municipal microplastic monitoring technology
- Improved understanding of microplastic contamination within urban stormwater systems
- Collection of environmental monitoring data to support future decision-making
- Strengthened collaboration between municipal, academic, and technology partners
- Advancement of Ontario-based freshwater technology innovation and commercialization
- Validate the use of MPDetect as a long term microplastics and water quality monitoring solution
- Identify the potential for microplastics filtration using AcoustiPure

B4.0 PROJECT WORKPLAN

Activity	Description	Start	End
Project Initiation & Site Selection	Establish project governance among AbbaTek, Algoma University, and the City of Sault Ste. Marie; identify priority monitoring locations and reference	Sep 2026	Nov 2026

Activity	Description	Start	End
	historical runoff data; finalize deployment plan and data collection protocols.		
AcoustiPure System Integration & Calibration	Integrate AcoustiPure separation modules with the MPDetect optical sensor prototype. Conduct closed-loop calibration testing to ensure acoustic particle isolation prevents optical fouling.	Oct 2026	Nov 2026
MPDetect System Preparation & Training	Refine and prepare MPDetect monitoring units; train City staff, researchers, and student participants on deployment, operation, accessing cloud dashboard and data management procedures.	Nov 2026	Feb 2027
Field Deployment & Baseline Microplastic Monitoring	Install and deploy MPDetect and AcoustiPure units on St. Marys River Water Quality Surveillance Station and at selected stormwater and nearshore monitoring sites to establish baseline microplastic contamination levels prior to remediation activities. Determine the maximum daily processing volume (m^3) and acoustic separation limits under real-world municipal conditions.	Mar 2027	Jul 2027
Public Education and Community Outreach Activities	Collaborate with Canadian Bushplane Heritage Centre in support of the "2027 Water" theme and showcase educational materials on the project as they relate to protecting local public water sources.	Jun 2026	Sep 2027
Parallel Validation Testing of MPDetect vs Lab Techniques	Send water samples from same source where MPDetect is deployed to partner lab to analyze micropalstic particles using traditional methods (FTIR).	Mar 2027	Aug 2027
Post-Remediation Monitoring & Performance Evaluation	Continue monitoring following AcoustiPure and MPDetect deployment to assess changes in microplastic concentrations and evaluate the dual-technology system performance in municipal applications.	Aug 2027	Oct 2027
Data Analysis & Polymer Profiling	Analyze project data; Algoma University and SSMIC analyze the cloud-based data to map specific polymer types (PET, PE, PP, PS) against specific municipal outfalls.	Sep 2027	Nov 2027

Activity	Description	Start	End
Knowledge Mobilization & Final Reporting	Synthesize the baseline data, system capacity results, and polymer maps into a comprehensive stormwater management report for the City and LBEGF. Prepare final technical report, recommendations, presentations, and knowledge-sharing materials for municipal stakeholders, SSMIC, Canadian Bushplane Heritage Centre, and others.	Oct 2027	Dec 2027

- END OF PROJECT DESCRIPTION AND WORKPLAN -

SCHEDULE C: PERFORMANCE MEASURES

C1.0 PERFORMANCE MEASURES AND TARGETS

In carrying out the Project, the Recipient will use the following measures and aim to meet the following targets to measure its success in meeting the Project objective(s) identified in sub-section B2.1.

C1.1 CITIES INITIATIVE MEASURES

Measure	Description	Target
Pollutant load reduced (kg/year)	Estimated reduction in total suspended solids (TSS), phosphorus, nitrogen, or other key contaminants as a result of the Project.	n/a
Volume of water treated or managed (m^3/year)	Total volume of stormwater or wastewater captured, treated, reused, or diverted through the Project	Through continuous flow, we aim to capture management of Lake Superior Watershed Basin (209 530 km2)
Area treated (m^2), length of system installed (m), or number of units or technologies deployed (#)	Scale of infrastructure or technology implemented through the Project	2 technologies deployed in at least 3 different sites
Expected duration of impact or Project lifespan (years)	The long-term value of the project or systems installed and estimated number of years the Project will continue to provide environmental benefits	2-3 years
Number of organizations engaged (#)	Number of Indigenous communities, non-profits, or other organizations participating in the delivery of the Project.	6, including the City
Number of jobs created or supported (#)	Number of contractors, businesses, or staff engaged in the Project.	At least 10, including student jobs
Awareness generated about the project	# of communications outputs delivered in support of this project (e.g., news releases, social media posts, print media coverage, signage).	12 social media posts, 1 news release, 2 printed signs

C1.2 **RECIPIENT PROVIDED MEASURES**

Measure	Description	Target
Future planning and recommendations provided	# priority sites identified for future remediation	Identify ~3 more sites for future deployment
Priority Contaminant Fingerprints Captured	Successful isolation and identification of the four most critical polymer types (PET, PE, PP, and PS) using quantum optofluidics in a live municipal environment.	4 priority polymer types successfully mapped and quantified
Reports Produced	# reports produced	1 baseline data report, 1 system capacity results report, 1 map included in stormwater management report
Volume of Stormwater Optically Processed (m^3)	Total volume of raw urban runoff continuously filtered, acoustically separated, and analyzed for contaminants without system fouling.	Determine maximum daily processing volume baselines for the integrated prototype in field conditions (Current lab-based testing processes mere milliliters at a time.)
Microplastic Particles Isolated & Quantified	Total number of microplastic particles actively separated from municipal stormwater flow via AcoustiPure and positively identified by MPDetect.	Establish baseline capture rates and log continuous particle counts across the pilot duration.

- END OF PERFORMANCE MEASURES AND TARGETS -

SCHEDULE D: PROJECT BUDGET AND CASHFLOW

D1.0 BUDGET TABLE

			Other Contributions			
	A	B	C	D	E	F
Project Expense	**Total Project Budget**	**Amount from Funds**	**Recipient Total**	**Recipient Cash**	**Recipient In-kind**	**Other Cash or In-kind**
TECHNOLOGY & EQUIPMENT COSTS						
Work bench	$1,000.00	$0.00	$1,000.00	$0.00	$1,000.00	$0.00
Purchase MPDetect	$15,000.00	$15,000.00	$0.00	$0.00	$0.00	$0.00
Purchase AcoustiPure	$17,000.00	$17,000.00	$0.00	$0.00	$0.00	$0.00
Sub-total	**$33,000.00**	**$32,000.00**	**$1,000.00**	**$0.00**	**$1,000.00**	**$0.00**
PROFESSIONAL & CONTRACTED SERVICES						
Algoma	$10,999.00	$4,999.00	$6,000.00	$0.00	$6,000.00	$0.00
SSMIC	$12,599.00	$4,999.00	$7,600.00	$0.00	$7,600.00	$0.00
AbbaTek	$28,000.00	$2,000.00	$26,000.00	$0.00	$26,000.00	$0.00
Sub-total	**$51,598.00**	**$11,998.00**	**$39,600.00**	**$0.00**	$0.00	$0.00
STAFFING & PERSONNEL COSTS						
City staff	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00
Sub-total	**$5,000.00**	**$5,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
MATERIALS & SUPPLIES						
Samples and shipping	$500.00	$500.00	$0.00	$0.00	$0.00	$0.00

			Other Contributions			
	A	B	C	D	E	F
Project Expense	**Total Project Budget**	**Amount from Funds**	**Recipient Total**	**Recipient Cash**	**Recipient In-kind**	**Other Cash or In-kind**
Educational sign for heritage trail	$200.00	$200.00				
Public event material	$300.00	$300.00				
Sub-total	**$1,000.00**	**$1,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
HONORARIA						
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sub-total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
BUDGET TABLE TOTAL	**$90,598.00**	**$49,998.00**	**$40,600.00**	**$3,946,200.00**	**$40,600.00**	**$0.00**

D2.0 NOTES TO BUDGET TABLE

D2.1 BUDGET TABLE COLUMNS

(a) **Budget Flexibility.** Pursuant to sub-section 7.3, the Recipient may, in its sole discretion, reallocate the amounts in columns D, E and F, Other Contributions, among the expense lines in the Budget table in Section D1.0 without amendment to this Agreement.

i. Funds in column B, Amount from Funds, cannot be moved to any expense line without prior approval from the Cities Initiative.

(b) **Other Contributions.** The Recipient confirms that it will be contributing a minimum amount of $40,600.00 in in-kind contributions to the Project, regardless of the amount of funding from other sources.

D2.2 ELIGIBLE EXPENSES

The following Budget notes are intended to provide clarity to the Recipient on how the Funds may be spent.

(a) **Ineligible costs.** For clarity, in addition to any other costs identified or described as ineligible in the Agreement, the following is a non-exhaustive list of costs for which the Cities Initiative will not provide any Funds, unless explicitly stated otherwise in this Agreement:

i. **Fundraising**: any costs related to developing a business case, funding proposal or other activity with a similar aim;

ii. **Lobbying:** any costs related to activities undertaken with the actual or perceived intention of lobbying;

iii. **Non-Project costs:** any costs not directly related to the Project;

iv. **Pre-Project costs:** any costs incurred prior to the Effective Date;

v. **Overhead:** fixed or variable costs incurred by the Recipient regardless of the Project (e.g., mortgage, rent, insurance, hydro for the Recipient's regular operations, except for staff);

vi. **Voluntary payments:** amounts voluntarily paid by the Recipient for services or other contributions to the Project, where payment is not being requested by the service provider or contributor;

vii. **Refunded costs:** any costs that have been refunded or reimbursed through any other agreement of by any third party;

viii. **Refundable expenses:** costs deemed ineligible in accordance with Section 7.0(d);

ix. **Amortization:** amortization, depreciation, capital cost allowance or similar with respect to any tangible or intangible assets which were not purchased with the Funds;

x. **Flow-through ineligible costs:** any costs incurred by third parties (e.g. consultant expenses charged back to the Recipient) that would otherwise be ineligible or beyond the limits set by this Agreement (e.g., mileage limits) if they were directly incurred by the Recipient; and

xi. Any costs which the Cities Initiative informs the Recipient it considers, in its sole discretion, to be an inappropriate expenditure of public funds.

D3.0 CASH FLOW TABLE

Expenditure Detail	Total Funds Requested	Sep-Dec 2026	Jan-Apr 2027	May-Aug 2027	Sep-Dec 2027	Jan-Mar 2028	Forecast Total
Technology and Equipment Costs	$32,000.00	$15,000.00	$17,000.00				$32,000.00
Professional and Contracted Services	$11,998.00		$2,000.00	$4,999.00		$4,999.00	$11,998.00
Staffing and Personnel Costs	$5,000.00	$5,000.00					$5,000.00
Materials and Supplies	$1,000.00			$1,000.00			$1,000.00
Honoraria	$0.00						$0.00
Total	**$49,998.00**	**$20,000.00**	**$19,000.00**	**$5,999.00**	**$4,999.00**	**$4,999.00**	**$49,998.00**

- END OF BUDGET AND CASH FLOW -

SCHEDULE E: PAYMENT SCHEDULE

E1.0 PAYMENT TABLE

CRITERIA	AMOUNT
Following the Cities Initiative's execution of Funding Agreement	$44,999.00
Following the Cities Initiative's approval of the Final Report as set out in Section 9.1(b).	$4,999.00
TOTAL	**$49,998.00**

NOTE: The amounts above may be adjusted pursuant to the terms and conditions of the Agreement, including Section 7.0.

- END OF PAYMENT SCHEDULE -

SCHEDULE F: COMMUNICATIONS PROTOCOL

F1.0 PURPOSE

(a) The Communications Protocol:

i. outlines the roles and responsibilities of the Parties to this Agreement with respect to communications activities and products related to the Project funded under this Agreement ("Project"); and

ii. guides the planning, development, and implementation of communications activities and products related to the Project to ensure clear, consistent, and coordinated communications to the public.

(b) The provisions outlined in this Communications Protocol apply to all communications activities and products related to the Project under this Agreement.

F2.0 GUIDING PRINCIPLES

(a) Communications activities and products (joint and individual) will follow the respective communications policies of the Parties to ensure that Ontarians receive consistent information about the Project and its benefits.

(b) Where appropriate, the Parties should organize joint communications about the Project that will inform Ontarians through clear, consistent, and coordinated public information activities.

(c) Communications activities and products related to the Project will start only once the Agreement is signed and can be planned through the duration of the Project. This can include the initial funding announcement, progress updates, and/or the completion of the Project.

F3.0 COMMUNICATING WITH THE PUBLIC

(a) Distribution of communications activities and products should not occur without the prior knowledge and agreement of the Parties.

(b) The Recipient should discuss their needs and timelines with the Cities Initiative as soon as they start planning any communications strategy.

(c) Either Party may request a joint announcement, and the Recipient should give the Cities Initiative a reasonable notice of at least fifteen (15) business days.

(d) Unless otherwise agreed to by the Cities Initiative, any communications products and activities must recognize the financial support of the Local Blue Economy Growth Fund, the Cities Initiative, and the Province in a manner to be provided by the Cities Initiative.

F4.0 JOINT COMMUNICATIONS

(a) Each Party can request the other to participate in joint communications about the funding of the Project in the form of a formal public announcement. This could include a press conference, a public announcement, a news release, or social media publication. However, the Cities Initiative shall be the lead organizer for joint communications.

(b) Joint communications related to the Project under this Agreement shall not occur without the prior knowledge and agreement of the Parties.

(c) Unless otherwise agreed to by the Cities Initiative, all joint communications activities and products approved by the Parties shall recognize the financial support of the Cities Initiative and the Recipient as per Section F3.0(d).

(d) If the communications activity is a public event, it should take place at a mutually agreed-upon date, time, and location. The requesting Party should provide an equal opportunity for the other Party to participate and choose their own designated representatives.

(e) The conduct of all joint communications will follow the respective communications policies of both the Cities Initiative and the Recipient.

F5.0 INDIVIDUAL COMMUNICATIONS

(a) Notwithstanding Section F4.0, the Parties retain the right to meet their individual obligations, if any, to communicate information to their Constituents about the Project through their individual communications.

(b) The Parties may include general Project messaging and examples of Project-related activities funded in their individual communications.

(c) The Parties will not unreasonably restrict the use of such content by the other Party, and if web or social media based, from linking to it.

F6.0 MEDIA RELATIONS

(a) When the Recipient wants support on media relations questions, they should contact

the Ontario Program Manager at lbegf@glslcities.org.

(b) Both Parties can receive and reply to media requests on the Project. The media questions may be the same for both the Cities Initiative and the Recipient, or they may be adapted. Each Party has the responsibility to reply directly to the questions, but they can consult the other Party to share insights and confirm approaches and content to be shared.

F7.0 SIGNAGE

(a) Should funding signage be deemed appropriate by both Parties, the Recipient should communicate with the Cities Initiative to determine how best to acknowledge the financial support of Local Blue Economy Growth Fund and the Cities Initiative and receive related materials.

(b) The Recipient may produce and install a physical sign, as appropriate, to recognize the financial support of the Local Blue Economy Growth Fund, the Cities Initiative and the Recipient. If the Recipient produces and installs a sign, it must communicate with the Cities Initiative in order to provide recognition guidelines.

(c) Digital signage may also be used in addition to, or in place of, a physical sign in cases where a physical sign would not be appropriate due to the Project type, scope, location, or duration.

- END OF COMMUNICATIONS PROTOCOL -

The Corporation of the
City of Sault Ste. Marie

C O U N C I L R E P O R T

September 21, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Maggie McAuley, Manager of Design & Transportation Engineering
DEPARTMENT:	Public Works and Engineering Services
RE:	Queen Street Improvements – March Street Parkette Additional Fees

---

Purpose

The purpose of this report is to request Council approval for an increase to the engineering fee limit with AECOM for Queen Street Improvement project reconstruction.

Background

At the September 18, 2023 meeting, Council approved AECOM to provide engineering services associated with Phase 1 of the Queen Street Improvements with an engineering fee limit of $589,480 excluding HST.

When the project limits were extended to include Queen Street between Brock Street and East Street, additional fees of $84,000 were approved by the CAO in accordance with the Procurement Bylaw for the extension of construction services into the 2025 season related to construction administration of the additional block.

At the April 13, 2026 meeting, Council authorized the agreement for the installation of a Community Art Project with Garden River First Nation at the March Street parkette.

Analysis

AECOM is requesting an additional $65,195 (excluding HST) in engineering fees to provide detailed design and construction services for the civil works required to support the art installation, including sidewalk, paving brick, landscaping and lighting of the area. The intent is to reuse the existing landscape elements, such as paving brick, where possible. The landscape and public art portions of this work are partially funded through the previously approved NOHFC grant for the Queen Street Improvements.

Once designed, the construction work will be completed as a change order to the construction contract. It is anticipated that this work will be completed under the original project budget.

The total engineering fee amount including this additional fee request is 8.5% of the construction value which remains below typical industry range of 10-15% for engineering fees as a percentage of construction value.

Financial Implications
When non-recoverable HST is added, the total cost for this work is $66,345. This amount can be accommodated within the original contract budget of $8,102,575.

Strategic Plan / Policy Impact / Climate Impact
This report is linked to the quality of life and infrastructure focus areas of the strategic plan.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering dated September 21, 2026 concerning engineering fees for Queen Street Improvements March Street Parkette be received and that increasing the engineering fee limit in AECOM's agreement by $66,345 be approved.

Respectfully submitted,

Maggie McAuley, P.Eng.
Manager of Design and Transportation Engineering
705.759.5385
m.mcauley@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

C O U N C I L R E P O R T

September 21, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Jeffrey King, City Solicitor
DEPARTMENT:	Legal Department
RE:	OLT Appeal – Official Plan Amendment 259 Rural Estate Subdivisions

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Purpose

The purpose of this report is to advise Council that the Ontario Land Tribunal (OLT) has ordered that the appeal filed by Martin Poirier regarding Official Plan Amendment By-Law 2026-76 will proceed by way of a Written Hearing.

Background

City Council passed By-Law 2026-76 on May 4, 2026. The purpose of By-Law 2026-76 is to adopt Amendment No. 259 to the Official Plan for the City of Sault Ste. Marie. The purpose of Official Plan Amendment No. 259 is to:

a) Permit rural estate residential subdivisions in a controlled manner;
b) Establish a structured and transparent policy framework that permits rural estate residential subdivisions only through a Rural Subdivision Intake Window; and
c) Replace the existing prohibition-based approach to rural estate residential subdivisions with a controlled, merit-based system that manages the timing, scale, and location of such development in a manner that is consistent with the City's urban growth strategy, rural character, servicing considerations, environmental constraints, and broader land use compatibility considerations.

On May 25, 2026 Council confirmed its decision to proceed despite the appeal filed.

Analysis

A Case Management Conference was held on August 31, 2026. As agreed by the parties, the OLT has ordered that this matter proceed through the exchange of written submissions. The Appellant is to file and serve their pleading by September 28, 2026. The City is to respond with its written submission by October 26, 2026. The Appellant's deadline to respond to the City's written submission is November 29, 2026. The OLT will issue its decision sometime thereafter.

Financial Implications
The appeal will be argued by in-house staff. As such the financial impact is nominal.

Strategic Plan / Policy Impact / Climate Impact
This is an operational matter not articulated in the corporate Strategic Plan.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the City Solicitor dated September 21, 2026 concerning the Official Plan Amendment 259 appeal be received as information.

Respectfully submitted,

Jeffrey King
City Solicitor
705.759.2662
j.king3@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

C O U N C I L R E P O R T

September 21, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Jeffrey King, City Solicitor
DEPARTMENT:	Legal Department
RE:	Canadian Pacific Welcome Sign (Trunk Road) Agreement

Purpose

The purpose of this report is to request Council approval for a Master Sign License Agreement (the "Agreement") between the City and Canadian Pacific Railway Company ("CP") to permit the City to maintain a welcome sign on CP's property.

Background

Since 1986, the City has leased from CP property at the east entrance to Sault Ste. Marie, upon which is located the City's "Welcome" sign (the "Sign"). The current lease has expired.

Analysis

In order for the City to continue to maintain the Sign, a new lease agreement is necessary.

The Agreement is for a term of five years commencing September 1, 2026, and terminating on August 31, 2031, and contains minimum safety provisions that must be satisfied by the City. As typical with Licence Agreements, the City is responsible for any losses while on the property and for any breach of the Agreement by the City. CP may terminate the Agreement at any time on 90 days' notice.

Financial Implications

The Agreement requires that the City pay CP annual rent in the following amounts: $971.62 for the year commencing September 1, 2026, $1,010.48 for the year commencing September 1, 2027, $1,050.90 for the year commencing September 1, 2028, $1,092.94 for the year commencing September 1, 2029, and $1,1136.65 for the year commencing September 1, 2030. This is consistent with payment increases in previous years.

Strategic Plan / Policy Impact / Climate Impact

This is an operational matter not articulated in the corporate Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2026-137 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Jeffrey King
City Solicitor
705.759.2662
j.king3@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

C O U N C I L R E P O R T

September 21, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT:	Legal Department
RE:	Acquisition – Lands on Everett Street

Purpose

The purpose of this report is to seek approval from Council to purchase property located on Everett Street, specifically the lands comprising PIN 31570-0211 (LT) 230-237, 339, 341-345 PL 1703 KORAH; PT LT 346 PL 1703 KORAH; PT LANE PL 1703 KORAH CLOSED BY X226 LYING BTN LOTS 341 AND 339 PL 1703 RUNNING NLY; & LYING BTN LOTS 339 PL 1703 & A.C.&H.B RLY & RUNNING NLY; PT LENNOX AV PL 1703 KORAH CLOSED BY X226 LYING N OF EVERETT ST PT 1 1R9339; SAULT STE. MARIE (the “Subject Property”) from Lidanri Holdings Inc.

Attachment

Attached as Schedule “A” to this Report is the Property Index Map which provides a visual of the Subject Property and the surrounding properties.

Background

The City was initially approached by Rick Cousineau, owner of OCP and one of the owners of Lidanri Holdings Inc., to see if the City would be willing to swap lands located in the Everett Street area. That request was reviewed by relevant City Staff and it was determined that a swap was not feasible, given the costs to prepare the sites for their new uses.

Mr. Cousineau then advised that Lidanri Holding Inc. was interested in selling the Subject Property. The Subject Property is desirable for Public Works as it is adjacent to the City Lands comprising PIN 31570-0210 which lands are being used as a snow dump site.

The City obtained a valuation from Dale Godfrey of Godfrey Realty Group Inc. Negotiations then ensued. Lidanri Holdings Inc. has offered to sell the Subject Property for $260,000.

Analysis
Public Works has identified the Subject Property as important to acquire. As stated, the Subject Property is adjacent to the City Property comprising PIN 31570-0210, which is currently being used as a snow dump site. Public Works has had to encroach on the neighbouring Subject Property, especially given the volume of snow experienced in the last few years. Public Works needs more space for its snow operations and the Subject Lands provides this space. This past winter, the City was also advised that immediate action was necessary to remove snow given overhead clearances required for transmission lines in the area.

The City now has the opportunity to purchase the Subject Property. For these reasons, Public Works and Legal Staff recommend that Council authorize the acquisition of the Subject Property.

Financial Implications
Finance has reviewed this request and has confirmed that there is sufficient funding in the Property Purchase Reserve Fund to accommodate the $260,000 purchase price.

Strategic Plan / Policy Impact / Climate Impact
Not applicable.

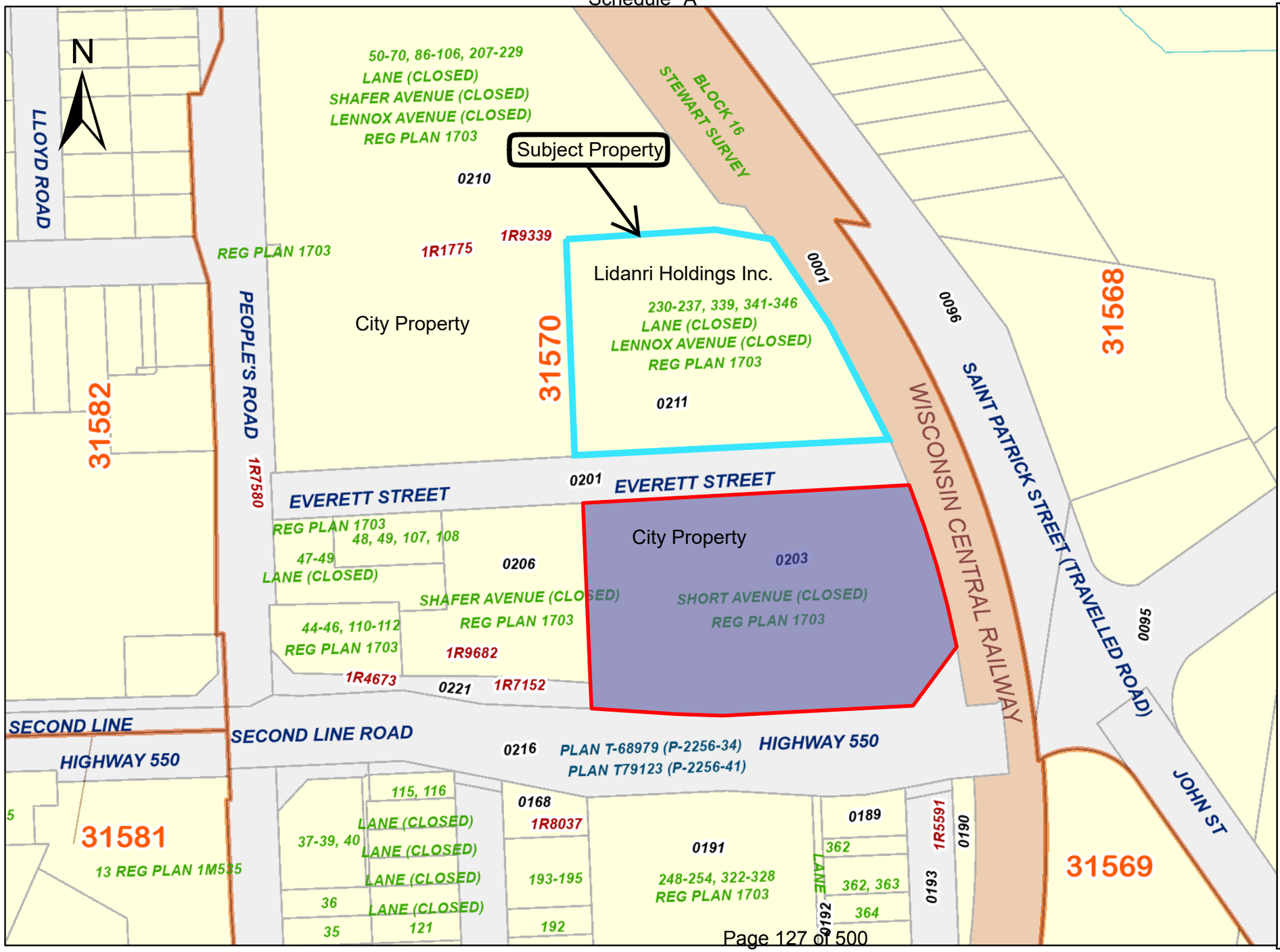
Recommendation
It is therefore recommended that Council take the following action:

The relevant By-law 2026-142 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Counsel
705.759.5403
m.borowiczsibenik@cityssm.on.ca

Schedule "A"



ServiceOntario

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SCALE

0 20 40 60 80 meters

PROPERTY INDEX MAP

ALGOMA(No. 01)

LEGEND

FREEHOLD PROPERTY	
LEASEHOLD PROPERTY	
LIMITED INTEREST PROPERTY	
CONDOMINIUM PROPERTY	
RETIRED PIN (MAP UPDATE PENDING)	
PROPERTY NUMBER	0449
BLOCK NUMBER	08050
GEOGRAPHIC FABRIC	
EASEMENT	

THIS IS NOT A PLAN OF SURVEY

NOTES

REVIEW THE TITLE RECORDS FOR COMPLETE PROPERTY INFORMATION AS THIS MAP MAY NOT REFLECT RECENT REGISTRATIONS

THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRATION SYSTEM AND HAS BEEN PREPARED FOR PROPERTY INDEXING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS

ONLY MAJOR EASEMENTS ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT REFERENCE PLANS ARE NOT ILLUSTRATED

Ontario

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The Corporation of the
City of Sault Ste. Marie

C O U N C I L R E P O R T

September 21, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT:	Legal Department
RE:	Quit Claim Deed – 201 South Market Street

Purpose

The purpose of this report is to seek Council's authorization to execute a Quit Claim Deed to correct the ownership interest of the lands and premises known municipally as 201 South Market Street and legally described as PT LOT 18 RCP H724 ST. MARY'S PT 2 1R3709 SAVE AND EXCEPT PT 1 1R 9475; CITY OF SAULT STE. MARIE, being PIN 31502-0809(R) (the "Subject Property").

Background

The Legal Department received a request from Carlo Spadafora of Spadafora Johnson Lepore LLP, Solicitor for 15558409 Canada Ltd., which company is the registered owner of the Subject Property. Mr. Spadafora advised that their client is in the process of converting the Subject Property from the Registry System into the Land Titles System, and they identified a "cloud on title" to the Subject Property that involves the City.

In order to rectify the issue, a Quit Claim deed from the City confirming that the City has no interest in the Subject Property and that the City's interest is limited to Part 1 Plan 1R9475 is required.

On November 7, 1997, the previous owner, 664426 Ontario Limited, transferred Part 1 Plan 1R9475 to the City pursuant to Instrument T391422. Part 1 Plan 1R9475 now forms part of South Market Street.

Analysis

The request was circulated to relevant City Departments for comment. Planning and Engineering confirm that the City has no ownership interest in the Subject Property and that the City does have an interest in Part 1 Plan 1R9475. Planning and Engineering support the statements being requested on the Quit Claim Deed to rectify the title issue.

Financial Implications

Not applicable

Strategic Plan / Policy Impact / Climate Impact
Not applicable.

Recommendation
It is therefore recommended that Council take the following action:

The relevant By-law 2026-146 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Counsel
705.759.5403
m.borowiczsibenik@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

C O U N C I L R E P O R T

September 21, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Virginia McLeod, Manager of Recreation and Culture
	Diane Morrell, Accessibility Coordinator
DEPARTMENT:	Community Development and Enterprise Services
RE:	Veterans Memorial Crosswalk

Purpose

The purpose of this report is to provide information regarding the request for a Veteran's Memorial Crosswalk.

Background

At the September 2, 2025, City Council meeting, the following resolution was passed:

> *Whereas the City of Sault Ste. Marie acknowledges the immense sacrifices and contributions made by the men and women of the Canadian Armed Forces, both past and present; and*
>
> *Whereas the City recognizes the importance of public art and civic space in fostering remembrance, unity, and pride in our shared Canadian heritage; and*
>
> *Whereas a veterans-themed painted crosswalk will serve as a visible and lasting tribute to local veterans and a symbol of the City's ongoing gratitude for their service; and*
>
> *Whereas the design of the crosswalk will incorporate respectful and symbolic elements such as red poppies, Canadian flags, or representations of the Canadian Armed Forces, in consultation with local veterans' groups and with oversight from City staff;*
>
> *Now Therefore Be It Resolved that staff be requested to consult with representatives from local veterans' organizations, and report back to Council with the design, location, funding and installation plan for a Veterans Memorial crosswalk before Remembrance Day November 11, 2025.*

On June 23, 2025, staff received an email from Richard Pihlaja to discuss the possibility of a veteran's crosswalk near the Legion building on Great Northern Road. A meeting was set up on August 11, 2025, with the committee formed by the Legion consisting of Comrade Calvin King, 1st Vice President, Comrade Richard Pihlaja, 2nd Vice President and Comrade Annetta Golder, 3rd Vice President. The committee presented an initial design for the crosswalk which included white strips with large maple leaves overlayed, at the edge the wording "In honour of those who served and sacrificed would appear in English and French.

Following that meeting, the Veteran's Memorial Crosswalk resolution was brought forward.

At the meeting on September 4, 2025, City Staff met with the Legion Committee and shared the concerns that the Accessibility Advisory Committee had regarding crosswalks. Shifting the location to the sidewalk in front of the Legion building and alternative projects were discussed at the meeting to include traffic box wraps.

On October 16, 2025, city staff met with the Legion to develop a design brief for the 2026 traffic wrap project in partnership with Sault College's Graphic Design program.

On October 27, 2025, city staff met with members of the Algoma Veteran's Association, led by Vaino Humalamaki, President of the Algoma Veteran's Association.

A partnership with Sault College was formed and on December 19, 2025, the design brief prepared by the Legion was submitted to Sault College Graphic Design program for the students to create traffic box designs. Members of the Legion and Cultural Vitality Committee along with City staff reviewed the submissions and 6 designs were selected on June 10, 2026. The installation of the traffic wraps began in August and will be completed this fall.

Analysis

As part of the consultation process the request was brought forward to the Accessibility Advisory Committee (ACC). The ACC was established under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), which requires municipalities with a population of 10,000 or more to maintain an accessibility advisory committee.

The AAC's primary roles are:

- Advising Council: Providing guidance on implementing accessibility standards, preparing accessibility reports, and updating multi-year accessibility plans.
- Reviewing Site Plans: Examining architectural drawings, development proposals, and municipal blueprints for public spaces, buildings, and infrastructure.

- Consulting on Public Projects: Evaluating community features like accessible parking, recreational trails, transit stops, and playgrounds.

As part of their role, the AAC reviewed the proposed Veterans Walkway Project. The Committee noted that consistency and predictability are fundamental principles of accessible design, particularly when it comes to paths of travel for people with vision loss. Accessible pedestrian routes should remain visually consistent and easily identifiable. Painted treatments can create the appearance of uneven surfaces, changes in elevation, or obstacles that can be confusing or disorienting for some pedestrians, which reduce the accessibility of the route.

The AAC and members of the vision loss community recognize and appreciate the sacrifices and contributions of veterans and support commemorating their service. They also emphasized that sidewalks are first and foremost pedestrian paths of travel and should remain consistent with the Ontario Provincial Standard for sidewalks, without decorative treatments or alterations that could affect accessibility or safety.

The Accessibility Advisory Committee states, 'Painted sidewalks, walkways, or other painted pedestrian paths of travel should not be installed on City property.' On April 15, 2026, the AAC passed the following resolution:

> *The City continues existing practice using only the Ontario Provincial Standard for sidewalks, without any alterations.*

The resolution and rationale provided by the Accessibility Advisory Committee was shared with the Legion. On July 27, 2026, The Royal Canadian Legion Branch 25 submitted a letter formally requesting the City of Sault Ste. Marie, and the Mayor and City Council support the creation of the Royal Canadian Legion Commemorative Sidewalk to Honour our Veterans who have Served and Sacrificed for our Great Nation (Appendix A - Letter attached). By doing so, we can create awareness in Communities across Canada of their Service and Sacrifice.

In Canada there is over 1,350 Royal Canadian Legion Branches and in the past year there are many Local Branches in all Provinces and Territories, taking on this project with the support from their communities.

A proposal would see the design painted on the sidewalk in front of the Royal Canadian Legion Branch 25 at 96 Great Northern Road between the Navy Deck Gun and the Artillery Field Gun base. Approximately 70 feet long and 4 feet wide on the current sidewalk would be painted with white stripes down the centre walking area. A white border on each side would include red Maple Leaf's and the words "Lest we Forget" in black lettering (Appendix B – Sample Design).
The Royal Canadian Legion Branch 25 acknowledges the Accessibility Advisory Committee of Sault Ste. Marie with their concern for the Vision Loss Community and their Guide Dogs.

The City's experience with painted crosswalks is that winter conditions including salt, sand and plowing, limit the lifespan of the paint. It is likely that annual painting will be required to maintain any ground surface painting.

Financial Implications
This report does not have a financial impact.

Strategic Plan / Policy Impact / Climate Impact
The Corporate Strategic Plan 2024-2027 as it relates to Focus Area 4: Service Delivery – Build collaborative relationships to enhance service delivery options.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture and the Accessibility Coordinator dated September 21, 2026, concerning the Veteran's Memorial Crosswalk be received as information.

Respectfully submitted,

Virginia McLeod
Manager of Recreation and Culture
705.759.5311
v.mcleod@cityssm.on.ca

Diane Morell
Accessibility Coordinator
705.541.7310
d.morrell@cityssm.on.ca

Appendix A

Branch 25
Sault Ste. Marie

Royal Canadian Legion
Branch 25 Sault Ste. Marie
96 Great Northern Road
Sault Ste. Marie, Ontario
P6B 4Y5

Phone: 705-945-8721
Email: rclbranch25@gmail.com

July 27th, 2026
Veteran's Walkway Project Committee
City of Sault Ste. Marie

Re: Letter of support From Branch 25 Legion for the Veteran's Walkway Project

Dear Virginia McLeod,

As the President of Branch 25 Royal Canadian Legion, I want to begin by acknowledging and thanking both you and your committee for the incredible support and assistance with a number of projects that support our Veterans and honour their service. I want to also express my understanding of the difficult position that the committee was faced with considering the city's unwavering support for the Legion and Veteran projects while wanting to support the recommendations of the accessibility committee. I, along with my fellow comrades, also understand their needs and don't wish to interfere with their ability to access public streets and walkways.

With that said as the president it is my responsibility to support and bring forward the ideas and concepts that honour the service and sacrifice of our veterans. I represent 1,200 Legion members, many who are veterans along with 3,000 local area veterans. I can tell you the majority of our members are overwhelmingly in support of a crosswalk/walkway for veterans. In addition, as part of the Royal Canadian Legion national 100th anniversary many Legions across the country are petitioning their local municipalities successfully for this walkway.

I am asking that this new design that Richard Pihlaja has submitted on behalf of Branch 25 Legion be considered by the review. I know that it may still present some concerns, however we are willing to work with the accessibility committee to lessen the potential impact of the crosswalk. I would also add that there have already been and continue to be painted themed crosswalks in the city.

We understand that this will not be an easy decision, however we ask that you provide our perspective to the committee and we will respect the final decision.

Please reach out to me directly should you require any additional information.

In Comradeship

Pierre

Pierre Breckenridge CD, OMC
President /Poppy and Remembrance Chair
Branch 25 Legion
705-971-7595

Appendix B –Design



The Corporation of the
City of Sault Ste. Marie

C O U N C I L R E P O R T

September 21, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Jonathan Kircal, Planner
DEPARTMENT:	Community Development and Enterprise Services
RE:	A-6-26-Z – 1974 Base Line

PURPOSE

The purpose of this report is to request Council approval to rezone the Estate Residential (R1) zoned portion of the subject property to permit small-scale agricultural uses. The proposed zoning would retain the underlying Estate Residential Zone (R1) and add a Special Exception to permit an agricultural use limited to the cultivation of vegetables, fruit and horticultural crops, or a greenhouse, and the keeping of bees. The keeping of livestock, on-site retail trade, fruit and vegetable stand, would not be permitted. The proposed by-law would also reduce setbacks to provide relief for buildings and structures on site.

PROPOSED CHANGE

Rezone the Estate Residential (R1) zoned portion of the subject property from Estate Residential Zone (R1) to Estate Residential Zone with a Special Exception (R1.S) to:

1. Permit, in addition to the uses permitted in the R1 zone, an agricultural use limited to the cultivation of vegetables, fruit and horticultural crops, including a greenhouse, hoophouse, and the keeping of bees, as a principal use of the lot whether or not a dwelling exists.
2. Prohibit the keeping of livestock, retail trade, and fruit and vegetable stands.
3. Reduce the required front yard setback from 12 metres to 8 metres for all primary and accessory buildings.
4. Establish a minimum interior side yard setback of 5 metres for primary and accessory buildings associated with the permitted agricultural use.

Subject Property:

- Location: North side of Base Line Road, approximately 445 metres east of Airport Road, directly abutting the municipal boundary with Prince Township.
- Approximate Size: 0.41 hectares (1.01 acres)
- Present Use: Vacant.
- Owner: Michel Poirier and Karen Poirier

BACKGROUND

This application was initially scheduled for the August 31, 2026 Council meeting. Due to licensing issues affecting the City's access to property owner information for lands outside Sault Ste. Marie, the application was deferred to September 21, 2026 to allow time to correct the notice circulation and complete a mailed public notice in accordance with the *Planning Act*.

In 2005, as part of a city-wide zoning initiative, the subject property was rezoned from Rural Area (RA) to Estate Residential (R1) towards the southern half of the property and Environmental Management (EM) towards the north of the property to coincide with challenging topography.

Over time, this property was under different ownerships and at one point, owned by the City. In 2023, the City sold the property to the current owner through a tax sale.

ANALYSIS

Conformity with Official Plan

The subject property is designated Rural Area in the City's Official Plan. Section 2.3.6 – Rural Area identifies agriculture as one of the land uses contemplated in the Rural Area, along with forestry, extractive uses, limited residential development, golf courses, riding academies, kennels, cemeteries, churches and schools.

The proposed Zoning By-law Amendment conforms to the Rural Area designation because it would permit a limited agricultural use consisting of the cultivation of vegetables, fruit and horticultural crops. These uses are rural in nature and are consistent with the range of uses contemplated by Section 2.3.6.

The amendment also remains consistent with the intent of Policies RA.2, RA.4, RA.5 and RA.6, which generally limit rural development to existing lots, recognize servicing constraints for rural development, and discourage residential development in unsuitable soil or shallow-soil areas. No new lot creation is proposed, no new residential density is introduced, and the Environmental Management-zoned portion of the property is not proposed to be develop or rezoned to permit development.

The amendment is narrowly scoped and excludes livestock and on-site retail sales. This ensures that the proposed agricultural use remains compatible with the rural residential character of the area and avoids higher-impact rural uses that may require larger lots or greater separation distances from neighbouring residential uses.

The proposed amendment conforms to the policies of the Official Plan.

Conformity with Provincial Planning Statement 2024
The proposed amendment is consistent with the Provincial Planning Statement, 2024. Policy 2.5.1 supports healthy, integrated and viable rural areas by building upon rural character, using rural infrastructure efficiently, promoting diversification of the rural economic base, and supporting the sustainable management or use of resources.

The subject property is located on rural lands. Policy 2.6.1 permits agricultural uses, agriculture-related uses, on-farm diversified uses, normal farm practices, and other rural land uses on rural lands in municipalities. The proposed cultivation of vegetables, fruit and horticultural crops is agricultural in nature and can be accommodated on the existing lot without creating a new lot or requiring infrastructure expansion.

Policy 4.3.6.1 encourages planning authorities to support local food, facilitate near-urban and urban agriculture, and foster a robust agri-food network. The proposed amendment supports this direction while remaining limited in scale. Livestock and on-site retail sales are excluded, which avoids the need to address livestock-related Minimum Distance Separation concerns under Policy 2.6.5 and limits potential compatibility impacts.

The rear Environmental Management-zoned portion of the property is not proposed to be developed, or rezoned to permit development, which is consistent with Policies 5.1.1 and 5.2.2, which direct development away from natural and human-made hazards and generally outside hazardous lands and hazardous sites.

The proposed amendment is consistent with the Provincial Planning Statement, 2024.

Conformity with Growth Plan for Northern Ontario 2011
The proposed amendment conforms to the Growth Plan for Northern Ontario, 2011, which supports economic diversification and identifies agriculture, aquaculture and food processing as priority economic sectors. The amendment would permit a limited agricultural use on an existing rural lot, including the cultivation of vegetables, fruit and horticultural crops without creating new lots, requiring infrastructure expansion, or permitting higher-impact agricultural uses such as livestock.

COMMENTS

Site Context
Prior to 2005, the subject property was zoned Rural Area (RA), which permitted agricultural uses. The rezoning to Estate Residential Zone (R1) appears to have been based on the relatively small size of the lot, which limits its ability to accommodate the minimum distance separation required for certain agricultural

uses, such as livestock and manure storage, under the Provincial Minimum Distance Separation (MDS) formulae. The property also sits at the interface between the smaller R1 lots to the west and the larger Rural Area parcels to the east, and was zoned R1 consistent with the lot pattern to the west given its agricultural limitations.

Higher-impact agricultural uses, such as livestock, remain excluded from the subject property under the proposed by-law, consistent with these limitations.

Limited Agricultural Uses Proposed On Site
The applicant proposes specific agricultural uses: the cultivation of vegetables, fruit and horticultural crops, including a greenhouse or a hoophouse. A hoop house is a greenhouse made of curved pipes or ribs covered in clear plastic sheeting. Accessory buildings to agricultural uses would also be permitted, such as a toolshed.

Given their limited scale, these uses are not associated with off-site impacts such as noise, dust, or odour. This ensures land use compatibility by excluding agricultural uses that carry off-site influence, such as livestock facilities requiring minimum distance separation, and by preventing customer-related traffic associated with on-site retail trade, both of which are expressly excluded under the proposed by-law.

Initially, the applicant also wished to proceed with the keeping of bees; however, since that time, the applicant has communicated to planning staff that they no longer wish to proceed with the keeping of bees. The proposed special exception has therefore removed the keeping of bees as a permitted use within this defined scope of agricultural uses to be permitted on the site.

Setbacks and Regulations
Setback relief for primary and accessory buildings is recommended to reflect the physical and regulatory constraints on the site. The rear of the property is zoned Environmental Management (EM), which prohibits development, and corresponds to an area of significant slopes. The EM zoning removes the rear of the site from the developable area and pushes the buildable area toward the front, closer to the front lot line. To provide workable flexibility on the constrained lot, a modest reduction in the required front yard setback from 12 metres to 8 metres is recommended.

The R1 zone's default interior side yard setback is 3.5 metres, which is built around typical residential accessory uses such as garages and carports. Staff recommend a heightened standard of 5 metres for buildings associated with the permitted agricultural use, providing greater separation from neighbouring properties than the residential default without imposing the larger setback distances typically associated with zones that permit agricultural uses more broadly. Given that the

scope of agricultural uses permitted on the property is strictly limited, a 5 metre setback is considered an appropriate and proportionate standard.

Given the proposed small-scale use of the property, the applicant was not required to submit a site plan showing the location of buildings or structures. Any buildings or structures on the property must nonetheless comply with the setback and other regulations established under Zoning By-law 2005-150.

Section 9.5.3.1 of the Zoning By-law requires accessory buildings and structures in the R1 zone to adhere to the same yard regulations set out for the main building. As the proposed by-law establishes an 8 metre front yard setback applicable to both primary and accessory buildings, accessory buildings are permitted within this same setback, consistent with Section 9.5.3.1.

Accessory buildings and structures associated with the permitted agricultural use are similarly not restricted to the interior side yard or rear yard, and may be located in other areas of the property in accordance with the setbacks established under the proposed by-law despite section 9.1.7(a).

Section 9.1.2 of the Zoning By-law prohibits the erection of an accessory building prior to the erection of a main building on the same lot. To allow a tool or storage shed in association with agricultural uses on the subject property prior to the construction of a main building such as a greenhouse or a dwelling unit, staff recommend waiving this section. This will ensure the applicant can support the proposed gardening with the necessary storage of tools and equipment. The proposed by-law therefore waives Section 9.1.2 in respect of buildings and structures associated with the permitted agricultural use.

CONSULTATION

Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on August 31, 2026. The notice mailed to property owners is attached to this report. A sign was also placed on the subject property on August 31, 2026.

Public Comments

Comments received raised concerns regarding the proposed keeping of bees. As mentioned elsewhere in this report, the applicant no longer wishes to proceed with beekeeping and therefore, this has been removed from the scope of permitted uses.

Other correspondence from property owners related to procedural questions, including notice and process, and requests for further information. The planning report was forwarded to those individuals on September 18, 2026.

Application Circulation
As part of the application review, this proposal was circulated to City divisions and external agencies for detailed technical review and comment.

Engineering Services
The City's Engineering Department noted that an existing ditch crosses the northwestern corner of the property and that the Big Carp River crosses the northeastern corner. Engineering advised that existing drainage patterns on the site must be maintained.

Conservation Authority
The Conservation Authority reviewed the proposal and noted no objections. The Conservation Authority also noted that the property is regulated under Ontario Regulation 41/24, owing to the steep topography associated with the Environmental Management (EM) zone and the presence of the Big Carp River. A permit from the Conservation Authority is required prior to the issuance of any building permit.

Prince Township
Given that Prince Township directly abuts the subject property to its north, the Township was circulated. Prince Township requested further details regarding the proposed use of the property and raised questions regarding traffic, if any on-site retail was proposed, and building setbacks and sightlines. Planning staff's response is outlined below.

The proposal is small in scale. The applicant intends small-scale production of vegetables, fruit and horticultural crops, primarily for off-site sale at a local farmers market. No on-site sales, public access, or customer traffic are contemplated, and the proposed by-law expressly prohibits on-site retail trade and fruit and vegetable stands. On that basis, no deliveries, commercial vehicle traffic, or need for employee or visitor parking is anticipated.

The applicant has not yet confirmed the locations of the proposed structures. Any greenhouse, hoophouse, or shed will need to comply with the setbacks established under the zoning by-law as modified by the special exception.

Regarding sightline issues as a result of the front yard setback reductions on Base Line Road, this concern was forwarded to the City's Engineering Department, which confirmed no concerns with the proposed reduction.

FINANCIAL IMPLICATIONS
Approval of this application will not result in any incremental changes to municipal finances.

STRATEGIC PLAN / POLICY IMPACT
The proposed amendment supports the City's Corporate Strategic Plan by allowing small-scale local food production on an existing rural lot. It aligns with the City's goals for environmental sustainability, sustainable growth, and economic resiliency by supporting local agriculture without requiring new municipal infrastructure. From a climate change perspective, the proposal is expected to have a minor positive impact by supporting local food production and continued protection of the Environmental Management zoned portion of the property.

SUMMARY
The proposed Special Exception to the Estate Residential Zone (R1) is appropriate for the subject property.

The parent R1 zone will continue to permit uses such as a residential dwelling. The proposed special exception expands the list of permitted uses to include the cultivation of vegetables, fruit and horticultural crops within a greenhouse or hoophouse. These new uses are limited in scale and are not associated with off-site impacts.

Other agricultural uses are expressly excluded from the proposed special exception, including the keeping of livestock and retail sales. The application originally also proposed the keeping of bees. The applicant has since advised staff that they no longer wish to proceed with this use, and it has been removed from the scope of the application accordingly and will therefore also not be permitted on the property.

Setback relief is warranted given the EM-zoned rear of the property, which removes a significant portion of the site from the developable area and pushes buildable uses toward the front lot line. The reduction of the front yard setback from 12 metres to 8 metres are appropriate responses to this constraint and are not anticipated to result in any significant impacts.

On this basis, the proposed rezoning is recommended for approval.

RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the report of the Planner dated September 21, 2026 concerning rezoning application A-6-26-Z – 1974 Base Line be received and that Council Rezone the Estate Residential (R1) zoned portion of the subject property from Estate Residential Zone (R1) to Estate Residential Zone with a Special Exception (R1.S) to:

1. Permit, in addition to the uses permitted in the R1 zone, an agricultural use limited to the cultivation of vegetables, fruit and horticultural crops, including a greenhouse, hoophouse, as a principal use of the lot whether

or not a dwelling exists. For clarity, the keeping of livestock, beekeeping, retail trade, and fruit and vegetable stands are not permitted on the site;

2. Reduce the required front yard setback from 12 metres to 8 metres for all primary and accessory buildings.
3. Establish a minimum interior side yard setback to 5 metres for primary and accessory buildings associated with the permitted agricultural use.
4. Waive Section 9.1.2 (Time Prohibition For Erection of Accessory Buildings) in respect of buildings and structures associated with the permitted agricultural use.

Respectfully submitted,

Jonathan Kircal, RPP
Planner
705.759.227
j.kircal@cityssm.on.ca

Re: Request for Comment : A-6-26-Z 1974 Base Line

Engineering has no objections. However, the applicant should be made aware that an existing ditch crosses the northwestern corner of the property and the Big Carp River crosses the northeastern corner of the property. Existing drainage patterns should remain the same.

Jerry Tulloch, P.Eng.

Municipal Services Engineer
Engineering Division

Public Works and Engineering Services
705.759.5329 j.tulloch@cityssm.on.ca

CITY OF SAULT STE. MARIE

99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca

June 29, 2026

Peter Tonazzo
Director of Planning
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Email: s.thapa@cityssm.on.ca

Dear Peter:

Re: 1974 Base Line – Application No. #A-6-26-Z

With regards to the above referenced rezoning application, please refer to the below comments:

- PUC Distribution Inc. has no comments.
- The Public Utilities Commission of the City of Sault Ste. Marie has no comments.

We would also like to take the opportunity to request that the developer reach out to us early in the planning stages with respect to electrical servicing for the development.

Yours truly,
PUC SERVICES INC.

Mitchell Paradis, P.Eng.
Senior Manager, Engineering

MP*km

Sault Ste. Marie Region
Conservation Authority

June 22, 2026

VIA Email: s.thapa@cityssm.on.ca

Samir Thapa
Administrative Clerk
Planning and Enterprise Services
City of Sault Ste. Marie

RE: Rezoning application A-6-26-Z
Civic No. 1974 Base Line

Sault Ste Marie Region Conservation Authority (SSMRCA) Comments:

The subject property as circulated has been reviewed with respect to Ontario Regulation 41/24: Prohibited Activities, Exemptions and Permits under the Conservation Authorities Act, R.S.O. 1990, c.27.

Based on current regulated area mapping, the lands subject to the rezoning application **are located within a regulated area** as defined by O. Reg. 41/24 (i.e., floodplain, erosion hazard, dynamic beach, wetland, or associated allowances).

SSMRCA has no concerns or objections to the application to rezone the property, retaining the Rural Estate (R1) zoning and adding a Special Exception to permit an agricultural use, as described in the circulation package.

If you require further information or clarification, please contact our office,

Kind regards,

Gerard Lavoie
(he/him/his)
GIS Applications Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East, Sault Ste. Marie ON P6A 6J8
GLavoie@ssmrca.ca
Phone 705-946-8530 ext. 1004

DVLP_COR_CitySSM_A-6-26-Z_1974BaseLine.docx



Application A-6-26-Z: Aerial Image

Property Information

Civic Address: 1974 Base Line
Roll No: 060070139980000
Map No: 519/2-19
Date Created: June 22, 2026

SAULT STE.MARIE

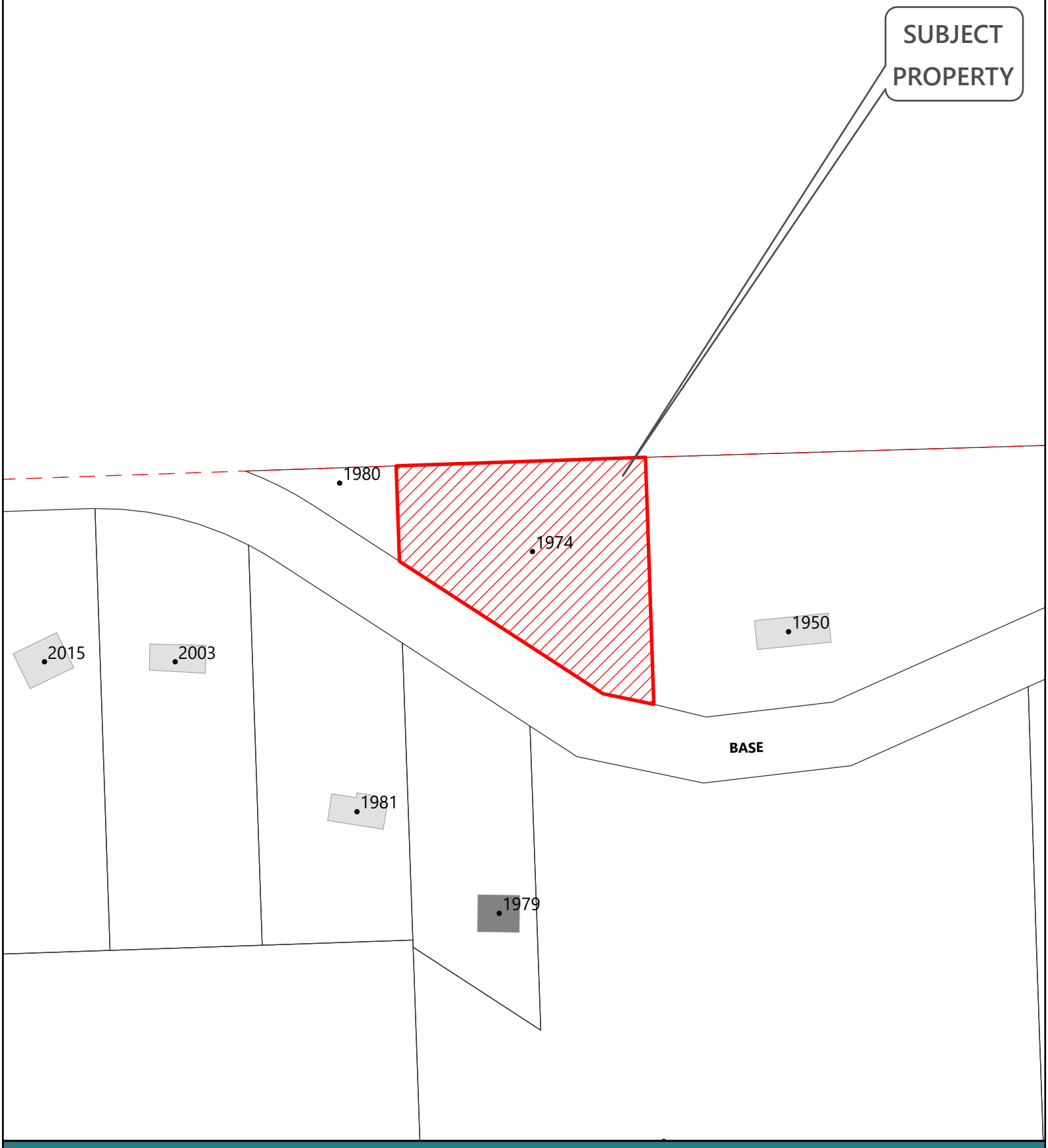
Planning & Enterprise Services

Community Development & Enterprise Services
City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca | (705) 759-5368 | planning@cityssm.on.ca

Parcel
Subject Property

0 25 50 m
N

This map is for general reference only.
Orthophoto: 2022
1:1,500



Application A-6-26-Z: Subject Property

SAULT STE.MARIE

Planning & Enterprise Services

Community Development & Enterprise Services
City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca | (705) 759-5368 | planning@cityssm.on.ca

Parcel

Subject Property

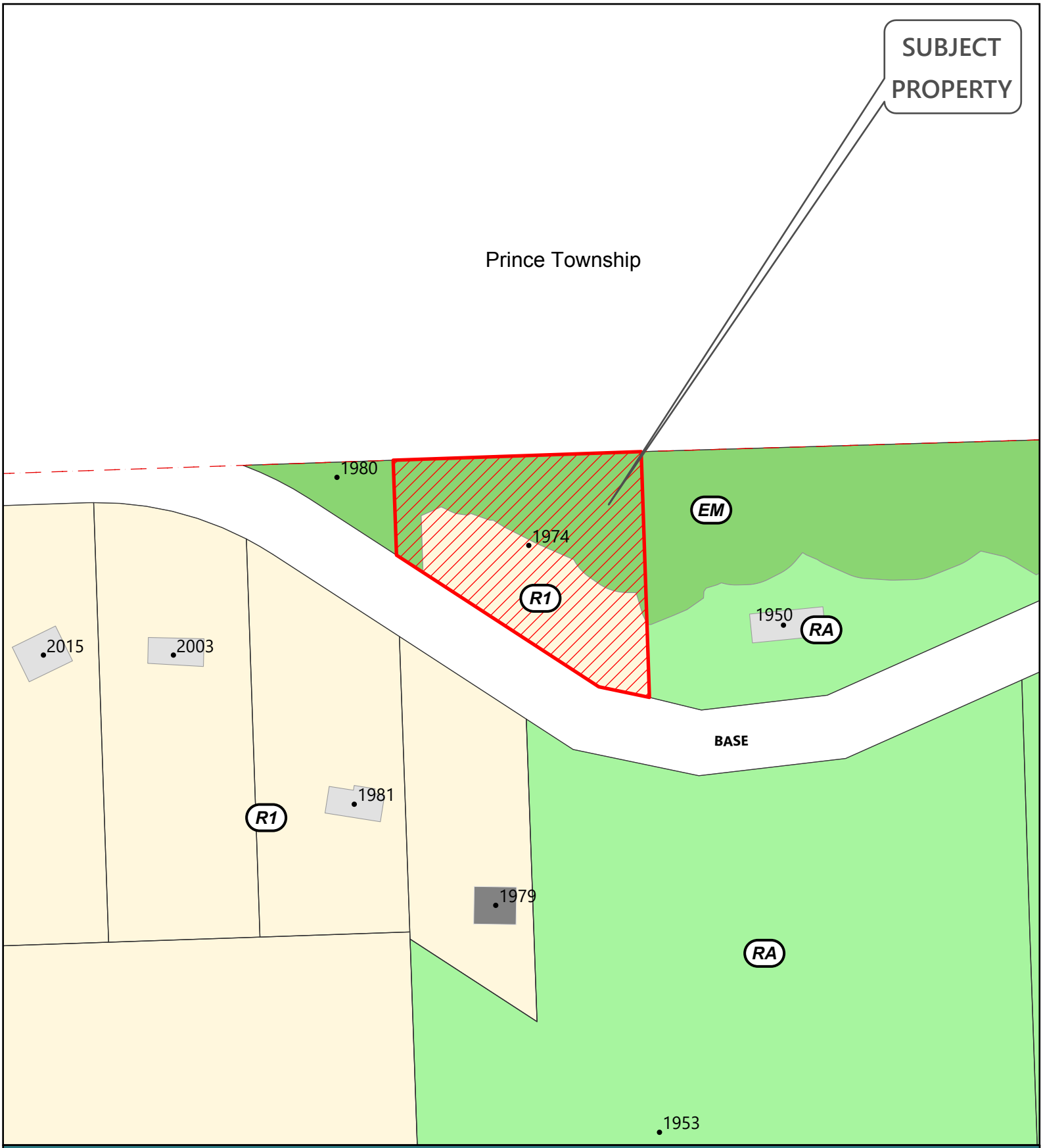
Property Information

Civic Address: 1974 Base Line
Roll No: 060070139980000
Map No: 519/2-19
Date Created: June 22, 2026

0 25 50 m

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This map is for general reference only. 1:1,500



Application A-6-26-Z: Existing Zoning

Property Information

Civic Address: 1974 Base Line
Roll No: 060070139980000
Map No: 519/2-19
Date Created: June 22, 2026

0 25 50 m

N

This map is for general reference only. 1:1,500

SAULT STE.MARIE

Planning & Enterprise Services

Community Development & Enterprise Services
City of Sault Ste. Marie
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- C1 - Traditional Commercial Zone
- C2 - Central Commercial Zone
- CT2 - Commercial Transitional Zone
- C3 - Riverfront Zone
- C4 - General Commercial Zone
- C5 - Shopping Centre Zone
- HZ - Highway Zone
- M1 - Light Industrial Zone
- M2 - Medium Industrial Zone
- M3 - Heavy Industrial Zone
- R1 - Estate Residential Zone
- R2 - Single Detached Residential Zone
- R3 - Low Density Residential Zone
- R4 - Medium Density Residential Zone
- R5 - High Density Residential Zone
- R6 - Mobile Home Residential Zone
- I - Institutional Zone
- EM - Environmental Management Zone
- PR - Parks and Recreation Zone
- RA - Rural Area Zone
- RP - Rural Precambrian Uplands Zone
- REX - Rural Aggregate Extraction Zone
- AIR - Airport Zone
- Named Use - Commercial Dock

The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6
saultstemarie.ca | 705.759.2500 | info@cityssm.on.ca

NOTICE OF APPLICATION & DEFERRED PUBLIC MEETING

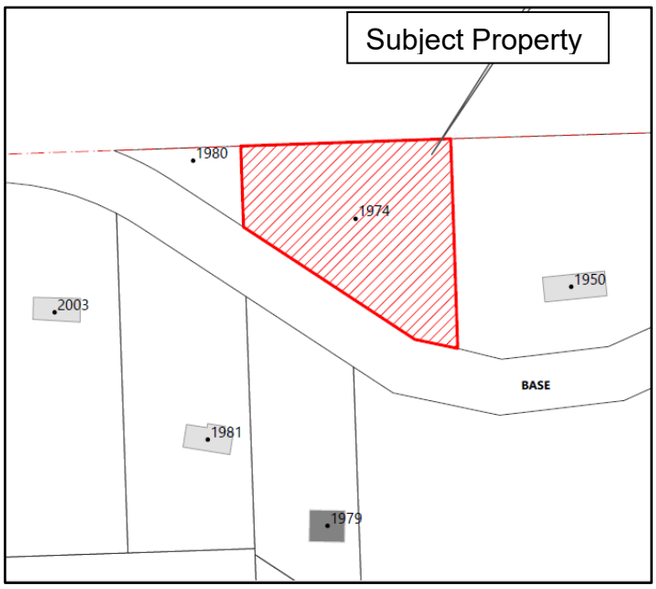
1974 Base Line

Application No.: A-6-26-Z
Applicant: Michel Poirier

Date: September 21, 2026
Time: 5:00 PM

Location: City of Sault Ste. Marie
Civic Centre, Council Chambers
99 Foster Drive

This application was originally scheduled for consideration at the August 31, 2026 meeting of Council. It has been deferred to the September 21, 2026 meeting. Please note that the proposed change has been revised since the previous notice was issued.



PURPOSE
The applicant, Michel Poirier, has submitted an application to rezone the Estate Residential (R1) zoned portion of the subject property to permit small-scale agricultural uses. The proposed by-law would retain the underlying Estate Residential Zone (R1) and add a Special Exception to permit an agricultural use limited to the cultivation of vegetables, fruit and horticultural crops, including a greenhouse, and the keeping of bees. The keeping of livestock, on-site retail trade, fruit and vegetable stand, would not be permitted. The proposed by-law would also reduce setbacks to provide relief for buildings and structures on site.

PROPOSED CHANGE
Rezone the Estate Residential (R1) zoned portion of the subject property from Estate Residential Zone (R1) to Estate Residential Zone with a Special Exception (R1.S) to:

1. Permit, in addition to the uses permitted in the R1 zone, an agricultural use limited to the cultivation of vegetables, fruit and horticultural crops, including a greenhouse, hoophouse, and the keeping of bees, as a principal use of the lot whether or not a dwelling exists.

2. Prohibit the keeping of livestock, retail trade, and fruit and vegetable stands.

3. Reduce the required front yard setback from 12 metres to 8 metres for all primary and accessory buildings.

4. Establish a minimum interior side yard setback to 5 metres for primary and accessory buildings associated with the permitted agricultural use.

HAVE YOUR SAY
Input on the proposed Zoning By-Law amendment is welcome and encouraged. You can provide input by making a written submission or by making a public presentation.

MORE INFORMATION
The application may be reviewed upon request. The report of the Planning Division will be available on Friday, September 18, 2026, as part of City Council's Agenda. Please contact Jonathan Kircal at 705.759.6227 or j.kircal@cityssm.on.ca to request a digital copy. Please refer to the application file number.

WRITTEN SUBMISSION
To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Jonathan Kircal, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to j.kircal@cityssm.on.ca with your name, address, and application file number on or before Monday, September 21, 2026**.**

If you wish to be notified of the Council of the City of Sault Ste. Marie's decision to adopt or refuse the approval of an application, you must make a written request to the Planning Division at the address noted above.

LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL
If a person or public body does not make oral submission at a public meeting or make written submission to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be entitled to appeal the decision of the Council of the City of Sault Ste. Marie to the Local Planning Appeal Tribunal.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.

Public Submission from Art Zuccato (Prince Township)

Dear Mr. Jonathan Kircal,

I would like more information regarding the property proposed change at 1974 Base Line, Sault Ste. Marie. I received the Notice of Application in the mail. I would like to know the dimension size of the subject property for the section of it that is zoned R1. I would also like to know where Big Carp Creek runs through on the subject property for the map that was sent with the application, Map No.: 519/2-19. I would also like to know if the subject property has been surveyed.

What is the City's definition of Greenhouse? Is there a maximum or minimum size to the Agricultural Greenhouse? I believe the subject property also fits under 16.1 of the zoning by-law for additional building setbacks.

Thank you for your assistance,

Art Zuccato

To: Mayor and Members of City Council
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
Re: Application A-6-26-Z – 1974 Base Line

Dear Mayor and Members of Council,

I am writing regarding the proposed zoning amendment for 1974 Base Line.
I am concerned about the property's proximity to the Environmental Management (EM) Zone, and in particular how reducing setbacks could affect drainage, erosion, environmental protection or future development. Also, whether reducing these setbacks could create a precedent for similar requests on other properties near EM areas, which are frequent in this area.

I am also concerned about the long-term planning implications of reducing front yard setbacks and allowing structures closer to established boundaries. Could this amendment affect future development, infrastructure, drainage or planning decisions for neighbouring properties or the surrounding area?

I am also concerned about the cumulative impact that these types of property uses and structures can have on neighbouring properties along Base Line, and surrounding roads. There have been multiple instances of property owners placing outbuildings, trailers, or other structures on properties without a permanent principal structure. While each situation may be considered individually, the gradual increase of these types of uses can change the character of the area and may negatively affect the enjoyment, appearance, and perceived value of surrounding properties. As a Base Line resident and property owner, this is a matter of personal concern to me, particularly if zoning amendments that permit reduced setbacks or additional structures contribute to a broader pattern of development along Base Line.

Thank you for considering my submission.

Sincerely,

Brittany MacWilliam

Planning Staff's Response:
Hello Brittany,

The proposed Special Exception is not expected to affect the EM zone, drainage, erosion, or environmental protection on the property or surrounding lands.

The EM zone functions as a no-development buffer from the steep slopes at the rear of the property. The Special Exception proposes no changes to the EM zone. It remains untouched.

The property is within the jurisdiction of the Conservation Authority, so any development will require review and a permit from the Conservation Authority, which screens for matters such as erosion and flooding.

With respect to drainage, the Special Exception does not introduce anything new that would is associated with drainage impacts. The R1 zone already permits a dwelling and accessory buildings, and the maximum lot coverage of 40% remains unchanged. The amendment adds a limited range of agricultural uses and adjusts where buildings may be located on the lot, but does not increase the amount of the property that can be covered by buildings.

The front yard setback reduction recognizes that a significant portion of the rear of the property cannot be developed due to the EM zone. The Special Exception applies only to this property and does not change the zoning of any other lot. Any similar request elsewhere would require its own application and assessment on its own merits.

The amendment would permit buildings associated with the agricultural use, such as a greenhouse or tool shed, whether or not a dwelling exists on the property. This permission is limited to buildings supporting the proposed agricultural use. It does not permit trailers.

With respect to area character, the subject property sits where Rural Area (RA) zoned lots transition to Estate Residential (R1) zoned lots. Agricultural uses are permitted as of right on the RA lots immediately east of the property. The subject property is zoned R1, which does not permit agricultural uses, and this application, if approved, would permit only a narrow range of agricultural uses appropriate to a lot of this size. The exclusion of livestock, on-site retail sales, and now beekeeping keeps the proposal compatible with the surrounding area.

I have also attached the Planning report that is on council's agenda.

Jonathan Kircal, RPP
Planner
Planning & Enterprise Services
705.759.6227 j.kircal@cityssm.on.ca

CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca

The Corporation of the
City of Sault Ste. Marie

C O U N C I L R E P O R T

September 21, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Nicholas Cicchini, MURP, Planner
DEPARTMENT:	Community Development and Enterprise Services
RE:	A-8-26-Z – 1020 Queen Street East – Planning Act Application

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PURPOSE

The purpose of this report is to obtain Council approval of a *Planning Act* application to rezone the subject property to allow a Rooming House.

The applicant proposes converting the existing building from a Group Residence to a Rooming House. Currently, the existing building is vacant and contains 12 bedrooms and office space. Once renovations are complete, the proposed Rooming House will contain 18 bedrooms total with shared living and amenity space.

PROPOSED CHANGE

The applicant is seeking Council approval to rezone the subject property from Gentle Density Residential (R2) Zone to Gentle Density Residential (R2.S) Zone with a Special Exception to permit a Rooming House in addition to those uses already permitted.

Subject Property:

- Location: The subject property is located on the north Side of Queen Street East, approximately 51 m west of Leo Avenue and 70 m east of Simpson Street
- Approximate Size: 2,772.5 m^2 (0.69 Acres)
- Present Use: Vacant (formally a Group Residence)
- Owner: Biosphere Labs Inc. (c/o Nikolai Cepecawer)

BACKGROUND

In 1974 City Council denied an application to rezone the subject property to permit a 6-dwelling unit apartment building.

In 1977 the Ontario Municipal Board approved an application to permit a Group Home for children with intellectual/developmental disabilities containing up to 12 bedrooms and 16 occupants.

From 1997 to approximately 2019, the subject property was operated by Community Living Algoma (CLA), which functioned as a group residence for children with intellectual/developmental disabilities.

On August 31, 2026, City Council deferred this application to allow a neighbourhood meeting.

On September 9, 2026, a neighbourhood meeting was held at 1020 Queen Street East, as directed by City Council. Notice of the neighbourhood meeting was mailed by Planning Staff on September 1, 2026. Approximately 50+ residents attended the meeting, along with three members of Planning Staff, the owner/applicant, Nick Cepecawer, and both Ward 2 City Councillors. Comments and concerns raised by residents at the neighbourhood meeting are discussed further in the Public Comments section of this report.

ANALYSIS

Conformity with Official Plan

The subject property is designated as Residential within Land Use Schedule C of the Official Plan.

Residential land use policies support 'complete' neighbourhoods that include a range of services, amenities, and housing types that are compatible with residential uses. Rooming houses are a much-needed type of housing that contributes to both the City's housing stock and diversity.

Policy R.1 states that "*a mixture of housing types and diversity of ownership and tenure forms shall be encouraged in new development*." Rooming houses, which are typically rent tenure, contribute to the mix and diversity of the housing stock, which aid in addressing affordability goals. Further, Rooming Houses tend to allow for shorter periods of tenure, which is especially important in a competitive rental market.

Policy R.3 states that "*medium density residential dwellings may be integrated into low density areas subject to rezoning*." This proposal falls within the medium-low density range. The large lot size supports compatibility with the surrounding neighbourhood.

Policy R.4 permits small-scale intensification in all residential areas unless there are infrastructure limitations or significant physical constraints. No such constraints exist for this property.

Policy R.5 identifies rooming, boarding, and lodging houses as examples of small-scale residential intensification. The proposed conversion of the existing building is therefore explicitly supported by the OP.

The OP's Housing policies further state:
HO.1 – "*Opportunities for a full range of housing types shall be provided to meet the present and expected needs of the community*."

HO.2 – "*Innovative and alternative residential development standards supporting affordable housing and compact urban form shall be encouraged…"*
Therefore, this application is consistent with the Official Plan as it contributes to housing diversity and affordability, represents a form of small-scale intensification and adaptive reuse, and can be appropriately integrated into the existing neighbourhood context.

Conformity with Provincial Planning Statement 2024
The PPS 2024 was amended in October 2024 with a refreshed focus on intensification to implement its updated vision of "*building more homes for all Ontarians' to achieve its goal of getting at least 1.5 million homes built by 2031"*.

Its Housing policies (Section 2.2) provide direction to planning authorities to ensure an adequate and diverse range of housing options and densities to meet the needs of current and future residents. Its primary intent is to address housing affordability and inclusion by accommodating a broader spectrum of housing throughout the community. Further, it prioritizes development within already municipally serviced areas of the City to foster sustainable development that maximizes land and resources efficiency.

Therefore, this proposal is consistent with the PPS.

Conformity with Growth Plan for Northern Ontario 2011
The proposed development provides alternative living standards that are associated with affordable housing and flexibility in terms of tenure length. The development represents a form of adaptive reuse of an existing property that is well served by municipal infrastructure, inclusive of public transit.

4.2 Long Range Planning For All Communities
All municipalities should…prepare long-term community strategies. These strategies should support the goals and objectives of this Plan, identify local opportunities to implement the policies of this Plan, and be designed to achieve the following:

a) economic, social and environmental sustainability.
b) accommodation of the diverse needs of all residents, now and in the future.
c) optimized use of existing infrastructure.

4.4 Strategic Core Areas
Municipalities that contain strategic core areas are encouraged to plan for these areas to function as vibrant, walkable, mixed-use districts that can:

b) accommodate higher densities

Therefore, this application does not conflict with the Growth Plan for Northern Ontario.

COMMENTS

The applicant has submitted an application to rezone the subject property by way of a special exception to permit a Rooming House.

The subject property is located on the north side of Queen Street East, an Urban Arterial roadway, immediately east of the First Neighbourhoods Strategic Development Area (SDA). The property is situated within a predominantly single-detached residential neighbourhood, with higher-density residential and commercial uses permitted in close proximity.

In February 2026 the applicant purchased the subject property. The applicant proposes converting the existing building, through interior renovations, into an 18-bedroom Rooming House with shared amenity space consisting of two kitchens, nine bathrooms, a laundry room, and a small lounge area. The additional bedrooms would primarily be created by converting existing office and administrative space. At this time, no exterior renovations or site alterations are proposed.

The applicant has informed Planning staff that it is his intent to limit renters to one person per room, and the target market for the proposed Rooming House is mature post-secondary students, such as trades students and post-graduate students who may not wish to live in on-campus housing, or in the case of trades students, aren’t necessarily in Sault Ste. Marie for an entire year. Further, the applicant has also informed staff that he will be living on-site and managing the premises. It should be noted that, although this is the target market and the applicant plans to live on-site, the City cannot enforce owner occupancy or impose conditions on who may or may not rent at this or any other residential property. This is considered "people zoning," which is a human rights issue. This is explained in more detail further in this report.

From 1977 to approximately 2019, the subject property operated as a group residence for children with developmental disabilities and included 12 bedrooms and on-site staff facilities. Under the City's current Zoning By-law, the historical use would generally fall within the definition of a Group Residence, which is not otherwise permitted within the R2 Zone. Given the property's historical use and the continued use of the existing building for shared residential accommodation, Planning staff are of the opinion that the proposed Rooming House constitutes a comparable residential land use and is not expected to result in significant land-use compatibility impacts.

Lands in close proximity to the subject property include R4, CT2 and C3 Zones, which permit a range of higher-density residential and more intensive uses.

Notably, the R4 and CT2 Zones permit Rooming Houses and Group Residences as of right.

The subject property is a relatively large lot that can accommodate the required parking, garbage enclosure, and snow storage on-site. As shown on the proposed site plan attached to this report, these elements will be located at the rear of the property, away from the public street, which will help minimize potential visual impacts and preserve the existing character of the streetscape. Further, the subject property is well-vegetated around its perimeter, and abutting neighbours' lots are fenced. The buffers in the rear yard help minimize any potential visual impacts.

Based on the information provided by the applicant, the proposed development exceeds the minimum requirements for parking and barrier-free parking spaces set out in the Zoning By-law. It is noted that the existing parking area will need to be expanded to accommodate the proposed parking layout. The applicant has also advised Planning Staff that the existing parking lot will be reconstructed to address its current slope. In accordance with the Zoning By-law, the parking area must be surface-treated (paved).

The property is currently subject to Site Plan Control (SPC). The proposed parking lot expansion and reconstruction will trigger an amendment to the existing Site Plan Agreement, providing an opportunity to address applicable site design and operational matters, including snow storage and refuse collection. As the proposed works will also increase the site's impervious area, a stormwater management letter or report may be required to demonstrate that post-development flows do not exceed pre-development flows. The level of stormwater management documentation required will be determined by the stormwater management system's design, completed by a qualified professional. Any associated stormwater management matters will be addressed through the Site Plan Control process to the satisfaction of the Director of Engineering or their designate.

It should be noted that the proposed interior renovations are not subject to Site Plan Control; however, a Building Permit will be required for the proposed renovations. The Building Division has confirmed that a comprehensive review of the proposed development will occur during the Plans Examination phase upon submission of a complete Building Permit application to ensure compliance with the Zoning By-law and applicable Ontario Building Code requirements.

The subject property is served by public transit. The nearest City bus stop on the north side of Queen Street East (westbound) is located directly in front of the subject property. As for the south side of Queen Street East (eastbound), the nearest City bus stop is located in front of the old Doctors Building (969 Queen Street East), approximately 40 m west of the subject property.

The Simpson, Leo, Upton, and McGregor Street area has been identified as having local heritage significance but is not designated under the *Ontario Heritage Act*. Additionally, the Municipal Heritage Committee has indicated no concerns or objections to the proposed Rooming House. The applicable policies are primarily intended to recognize and maintain the area's existing built form and character rather than to regulate land use. As no exterior alterations to the existing building are proposed, Planning staff do not anticipate any impact on the established built form or heritage character of the area. Further, the subject property is located at the periphery of the neighbourhood with frontage on an arterial roadway and is well vegetated, creating a visual screen to surrounding property owners.

Questions have arisen about whether the City has licensing and/or operator fee requirements for landlords, specifically Rooming Houses. While there can be some benefits to licensing, it is important to clarify that such licensing regimes are primarily intended to protect tenants from unsafe dwelling units, rather than to protect neighbours from poor exterior maintenance or what might be deemed “unsavoury tenants.” With regard to unkept properties, the City has other mechanisms available, such as the Property Standards By-law, to address these issues. Implementing and maintaining such a licensing regime would require significant resources. Such costs would be borne by the taxpayer, landlords, or a combination thereof. Landlords would eventually pass these costs down to tenants, which would not help the current rental market affordability issues in Sault Ste. Marie. Therefore, at this time, Planning staff is not supportive of implementing such a regime. It is also important to note that Staff are unaware of significant neighbourhood complaints regarding local rooming houses.

Planning Staff supports a site-specific special exception rather than introducing broader permissions within the R2 Zone. The special exception would permit a Rooming House on the subject property to a maximum of 18 bedrooms, thereby limiting the scale and intensity of the proposed use. This approach maintains the underlying R2 zoning, provides greater development predictability for the subject property and surrounding neighbourhood, and ensures that any future expansion beyond 18 bedrooms would require further Council approval via a *Planning Act* application.

Overall, Planning staff is of the opinion that the proposed Rooming House is an appropriate and compatible use of the subject property. The proposal represents the adaptive reuse of an existing vacant building, makes efficient use of established residential property and infrastructure, and will contribute additional housing options to help meet the community's housing needs.

Equitable Housing and Legal Considerations
Rooming houses are defined in the Zoning By-law as “*Establishments primarily engaged in providing temporary or longer-term accommodation, which for the*

period of occupancy, may serve as a principal residence." Rooming houses are homes in which private rooms are rented as opposed to an entire house/apartment dwelling. They typically consist of private rooms with shared facilities such as kitchens, bathrooms, and common areas.

There is a distinction between a rooming house and merely a group of friends renting a home. Below are some examples of established criteria that have been used to distinguish a group-rented home from a rooming house:

Self-Contained Dwelling Units	**Rooming House**
All tenants know each other prior to signing the lease	Tenants do not know each other before signing their lease.
No keyed locks on any bedroom doors.	Bedroom doors have keyed locks
Tenants enter into a group lease and pay the rent as a group.	Individuals enter a lease and pay rent per room.
Tenants are responsible for cleaning the entire rental.	Tenants are responsible for cleaning their rooms.

Rooming houses are often affordably priced, thus they not only play a critical role in the housing market but also represent the only housing option available to low-income individuals who are faced with precarious shelter situations or homelessness. They have also increasingly been used to meet short-term accommodation needs, such as for students and working professionals who may intend to locate in the city temporarily or live in a Rooming House until more permanent housing is secured.

By-laws and policies that regulate rooming houses require careful consideration to ensure that they are based on legitimate land use planning grounds and that they do not amount to "people zoning". This term refers to the prohibition of certain uses based solely on the expected tenant demographics, rather than evaluating proposals against established planning criteria such as building specifications, density, infrastructure provision, and traffic impact. As rooming houses often cater to individuals with lower incomes, attempts to restrict their development without a valid land-use planning rationale could amount to "people zoning," which could disproportionately impact vulnerable individuals' access to housing. This could be in contravention of the *Human Rights Code*.

From a land use perspective, Rooming Houses, by their nature, can result in higher density, requiring larger lots and additional parking for tenants. In terms of the City's Zoning By-law, the reason a Rooming House is not permitted as of right in the Gentle Density Residential (R2) Zone is that, traditionally, lots located in the

R2 zone are smaller in size and may only be able to accommodate lower densities. In this case, the lot is large enough to support the proposed use.

There are a number of examples across Ontario where municipalities have passed by-laws to restrict alternative housing developments by outright prohibition, minimum distance separations, caps, and quotas, only to have them turned down by both the Ontario Land Tribunal and the Ontario Human Rights Tribunal. Such by-laws were found to have prevented equal housing opportunity and disproportionately impacted class-protected individuals.

CONSULTATION

Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on Wednesday, August 5, 2026. The notice mailed to property owners is attached to this report. The notice was also posted on-site by way of Public Notice Sign on Friday, August 7, 2026 and on the City's website on Monday, August 10, 2026.

On September 9, 2026, a neighbourhood meeting was held at 1020 Queen Street East, as directed by City Council. Notice of the neighbourhood meeting was mailed by Planning Staff on September 1, 2026. Approximately 50 residents attended the meeting, along with three members of Planning Staff, the owner/applicant, Nick Cepecawer, and both Ward 2 City Councillors.

Public Comments

Planning Staff have received comments from members of the public via email, by phone, and during the neighbourhood meeting. Virtually all of the residents who attended the neighbourhood meeting expressed opposition to the proposed Rooming House. A rather small number of attendees sought additional information and clarification regarding the application.

Concerns raised during the public consultation process include the scale and density of the proposed 18-bedroom Rooming House and its compatibility with the surrounding neighbourhood; parking and traffic; snow storage and refuse collection; property maintenance and management; fire and life safety; neighbourhood character and heritage; public safety and crime; and potential impacts on surrounding property values. Concerns were also raised regarding the potential occupants of the proposed Rooming House, the availability and demand from mature/post-secondary students identified as the applicant's target market, and the applicant's financial and operational ability to complete and manage the proposed development.

Planning Staff must evaluate the application based on legitimate land-use planning considerations and cannot assess the proposal on the basis of assumptions about the characteristics, circumstances, socio-economic status, or behaviour of

potential occupants. While the applicant has identified mature/post-secondary students as the target market, Planning Staff cannot regulate or guarantee who may ultimately occupy the property, nor is the availability of a particular tenant demographic determinative of whether the proposed land use is appropriate. The proposed Rooming House has therefore been evaluated based on matters such as the scale and density of the proposed use, land-use compatibility, the property's existing and historical uses, lot size, parking, site function, surrounding land uses and other applicable planning considerations.

Concerns were also raised regarding the applicant's financial capacity and ability to complete and operate the proposed Rooming House. While these concerns are acknowledged, the applicant's financial position, business model and anticipated commercial viability do not form part of Planning Staff's land-use evaluation of the application. Planning Staff's review focuses on whether the proposed land use is appropriate for the subject property and whether applicable planning and development requirements can be met.

With respect to parking and other site-related concerns, the subject property is sufficiently large to accommodate the proposed use and exceeds the minimum parking requirements of the Zoning By-law; however, the existing parking area will require expansion and reconstruction to accommodate the proposed parking layout. These alterations will require an amendment to the existing Site Plan Agreement, through which applicable site design and operational matters, including snow storage, refuse collection and stormwater management, will be addressed.

Fire and life safety concerns were expressed, particularly given the number of bedrooms and shared cooking facilities within the proposed Rooming House. The proposed interior renovations will require a Building Permit and must comply with applicable *Ontario Building Code* requirements. The Building Division has confirmed that a comprehensive review of the proposed development will occur during the Plans Examination phase upon submission of a complete Building Permit application.

Written comments received by Planning Staff, including those previously attached to the August 31, 2026 Planning Report and additional comments received since that time, are attached to this report at the request of the respective commenters.

Application Circulation

As part of the application review, this proposal was circulated to City divisions and external agencies for detailed technical review and comment. The following

departments/agencies had no concerns or objections to the proposed application: Accessibility Advisory Committee, Community Development Corporation, Economic Development Corporation, Public Works, Engineering Division, Legal Department, Sault Ste. Marie Region Conservation Authority, and the Municipal Heritage Committee.

The Building Division has no concerns with the proposed application; however, they would like to remind the applicant that they must submit a complete Building Permit Application Package for review before any interior renovation begins.

PUC Services (Water and Electric Utility) has no concerns with the proposed rezoning; however, an Application for General Water Service is required to be submitted to PUC Services based on the proposed renovation. Additionally, if there is a requirement to change the service size, the applicant should contact PUC Engineering early in the process to allow for detailed review and coordination.

FINANCIAL IMPLICATIONS
Approval of this application will not result in any incremental changes to municipal finances.

STRATEGIC PLAN / POLICY IMPACT
Key objectives of the Strategic Plan's Community Development and Quality of Life focus areas are to deliver affordable housing and to ensure the community remains affordable and accessible for residents.

The adaptive reuse of existing buildings is associated with sustainable development practices. Compared with demolition and new construction, reuse generates significantly lower greenhouse gas emissions due to reduced reliance on the production and transportation of new building materials.

RECOMMENDATION
It is therefore recommended that Council take the following action:

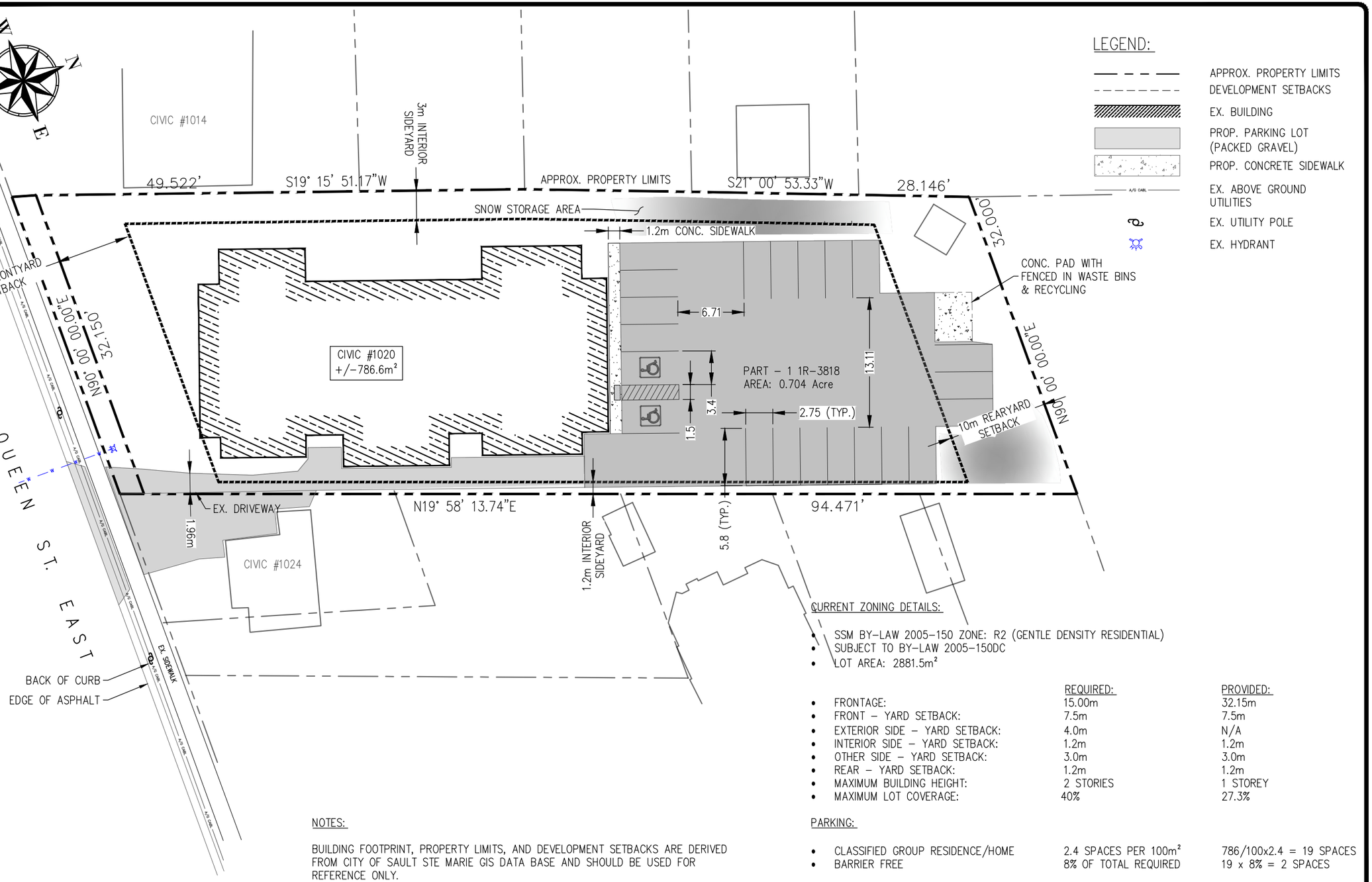
Resolved that the report of the Planner dated September 21, 2026, concerning Planning Act application A-8-26-Z be received and that Council rezone the subject property from Gentle Density Residential (R2) Zone to Gentle Density Residential (R2.S) with a Special Exception with the following provision(s):

1. To permit a Rooming House with a maximum of 18 bedrooms, in addition to those uses already permitted in the Gentle Density Residential (R2) Zone.

And that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.

Respectfully submitted,

Nicholas Cicchini, MURP
Planner
(705) 759-5375
n.cicchini@cityssm.on.ca



CURRENT ZONING DETAILS:

- SSM BY-LAW 2005-150 ZONE: R2 (GENTLE DENSITY RESIDENTIAL)
- SUBJECT TO BY-LAW 2005-150DC
- LOT AREA: 2881.5m²

	REQUIRED:	PROVIDED:
• FRONTAGE:	15.00m	32.15m
• FRONT - YARD SETBACK:	7.5m	7.5m
• EXTERIOR SIDE - YARD SETBACK:	4.0m	N/A
• INTERIOR SIDE - YARD SETBACK:	1.2m	1.2m
• OTHER SIDE - YARD SETBACK:	3.0m	3.0m
• REAR - YARD SETBACK:	1.2m	1.2m
• MAXIMUM BUILDING HEIGHT:	2 STORIES	1 STOREY
• MAXIMUM LOT COVERAGE:	40%	27.3%

PARKING:

• CLASSIFIED GROUP RESIDENCE/HOME	2.4 SPACES PER 100m²	786/100x2.4 = 19 SPACES
• BARRIER FREE	8% OF TOTAL REQUIRED	19 x 8% = 2 SPACES

1 STOREY

- MAIN FLOOR AREA: 786.60m²

NOTES:

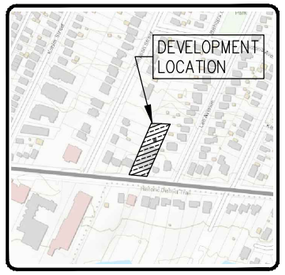
BUILDING FOOTPRINT, PROPERTY LIMITS, AND DEVELOPMENT SETBACKS ARE DERIVED FROM CITY OF SAULT STE MARIE GIS DATA BASE AND SHOULD BE USED FOR REFERENCE ONLY.

BUILDING FOOTPRINT IS SHOWN AS EXISTING CONDITIONS.

EXISTING MUNICIPAL SERVICES TO BE CONFIRMED.

SEAL

CENLO ENGINEERING INC.
Civil / Structural / Architectural



REVISIONS

REV #	DESCRIPTION	DATE
0	ISSUED FOR REZONING	2026.07.16
	APPLICATION	

CLIENT/PROJECT:
1020 QUEEN ST. EAST
SAULT STE. MARIE, ON.
P6C 2C6

DRAWING TITLE:
SITE PLAN

DRAWN:	MJB
CHECKED:	MS
DATE :	2026.07.15
PROJECT #:	26099

SHEET 1 OF 1

C1

SCALE: 1:400

August 18, 2026

Peter Tonazzo
Director of Planning
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Email: s.thapa@cityssm.on.ca

Dear Peter:

Re: 1020 Queen Street East – Application No. # A-8-26-Z

With regards to the above referenced rezoning application, please refer to the below comments:

PUC Distribution Inc. (Electric Utility)

- PUC Distribution Inc. has no concerns with the proposed rezoning, if there is a requirement to change the service size please contact PUC Engineering early in the process, to allow for detailed review and coordination.

Public Utilities Commission of the City of Sault Ste. Marie (Water Utility)

- The Public Utilities Commission of the City of Sault Ste. Marie has no concerns with the proposed rezoning application. However, an Application for General Water Service is required to be submitted to PUC based on the proposed renovation. Please contact PUC Engineering early in the design process.

We would also like to take the opportunity to request that the developer reach out to us early in the planning stages with respect to electrical servicing for the development.

Yours truly,
PUC SERVICES INC.

Mitchell Paradis, P.Eng.
Senior Manager, Engineering

MP*km

Engineering Department
500 Second Line East
Sault Ste. Marie, ON P6A 6P2
File: A-8-26-Z Queen St E [1020] Response

705-759-6576
www.puc.ca
eng-dept@ssmpuc.com
ECRA/ESA Lic. # 7001626

Nicholas Cicchini

From: Kiran Chipalthurthi
Sent: Tuesday, August 18, 2026 9:28 AM
To: Samir Thapa; Maggie McAuley; Dan Perri; Francois Couture; Frank Bentrovato; Jeffrey King; Rick Van Staveren; Brent Lamming; Nicole Maione; Gary Schryer; PUC; Virginia McLeod; Diane Morrell; 'nature@ssmrca.ca'; Colombi, Jonathan; Seifpour, Zeinab (She/Her) (MMAH); newdevelopment@rci.rogers.com
Cc: Jerry Tulloch; Amanda Cipriano; Orsalina Naccarato; msonorth@ontario.ca; Nicholas Cicchini; planninganddevelopment
Subject: RE: Request for Comment : A-8-26-Z 1020 Queen St. East

Hi Samir,

The Building Division comments are as follows:

1) Complete Building Permit Application Package, including
a. Application for a Permit to Construct or Demolish.
b. Applicable Law Checklist.
c. Commitment to General Review forms from the Architect and Professional Engineers (Structural, Mechanical, and Electrical).

2) OBC Data Matrix, which must clearly evaluate and include the performance levels for:
a. Structural Design (assessing the capacity of the building under its proposed residential occupancy and occupant load classification).
b. Sewage Systems.
c. Plumbing Systems (verifying water distribution and calculating the minimum required fixture counts for the intended number of tenants).

3) The OBC Data Matrix must also identify and evaluate any proposed compensating construction measures.

4) Site Plan showing the fire access route, hydrant locations, and principal building entrance details in compliance with OBC Article 3.2.5, if any modifications to the existing site layout are proposed.

5) Confirmation of rezoning approval from the City of Sault Ste. Marie Planning Division for the transition from the R2 Zone to the R2.S (Gentle Density Residential with Special Exception) Zone.

6) Site Plan demonstrating compliance with the parking requirements of the City of Sault Ste. Marie Zoning By-law for the proposed rooming house use.

(7)Two (2) sets of hard-copy drawings, printed to scale and sealed by licensed professionals, including:
a. Existing floor plans – with removals / demolition
b. Architectural Plans.
c. Structural Plans.
d. Electrical Plans.
e. Mechanical Plans.

f. Fire Safety and Fire Protection Plans.

Sincerely,

Sai Kiran Chipalthurthi, BCIN, PMP
Senior Plans Examiner
Building Division
City of Sault Ste. Marie

Office: 705.759.5376 Email: k.chipalthurthi@cityssm.on.ca
Mobile: 705.989.5035

CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca

Your work day & my work day may be different so please do not feel obliged to respond to this email outside of your work hours.

SAULT STE.MARIE

From: Samir Thapa <s.thapa@cityssm.on.ca>
Sent: Monday, August 10, 2026 2:33 PM
To: Maggie McAuley <m.mcauley@cityssm.on.ca>; Dan Perri <d.perri@cityssm.on.ca>; Francois Couture <f.couture@cityssm.on.ca>; Frank Bentrovato <f.bentrovato@cityssm.on.ca>; Kiran Chipalthurthi <k.chipalthurthi@cityssm.on.ca>; Jeffrey King <j.king3@cityssm.on.ca>; Rick Van Staveren <r.vanstaveren@cityssm.on.ca>; Brent Lamming <b.lamming@cityssm.on.ca>; Nicole Maione <n.maione@cityssm.on.ca>; Gary Schryer <g.schryer@cityssm.on.ca>; PUC <eng-dept@ssmpuc.com>; Virginia McLeod <v.mcleod@cityssm.on.ca>; Diane Morrell <d.morrell@cityssm.on.ca>; 'nature@ssmrca.ca' <nature@ssmrca.ca>; Colombi, Jonathan <jonathan.colombi@bell.ca>; Seifpour, Zeinab (She/Her) (MMAH) <zeinab.seifpour@ontario.ca>; newdevelopment@rci.rogers.com
Cc: Jerry Tulloch <j.tulloch@cityssm.on.ca>; Amanda Cipriano <a.cipriano@cityssm.on.ca>; Orsalina Naccarato <o.naccarato@cityssm.on.ca>; msonorth@ontario.ca; Nicholas Cicchini <n.cicchini@cityssm.on.ca>; planninganddevelopment <planninganddevelopment@bell.ca>
Subject: Request for Comment : A-8-26-Z 1020 Queen St. East

Hello All,

The applicant proposed to rezone the subject property from Gentle Density Residential (R2) Zone to Gentle Density Residential (R2.S) Zone with a Special Exception to permit a Rooming House in addition to those uses already permitted.

Please ensure that all comments are submitted no later than **August 18, 2026**. If comments are not received, it will be assumed that there are no objections or concerns to the proposed project

Thanks,

Samir Thapa
Administrative Clerk
Planning and Enterprise Services
705.574.1022 s.thapa@cityssm.on.ca

CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca

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Application A-8-26-Z: Aerial Image

Property Information

SAULT STE.MARIE

Planning & Enterprise Services

Community Development & Enterprise Services
City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca | (705) 759-5368 | planning@cityssm.on.ca

Parcel

Subject Property

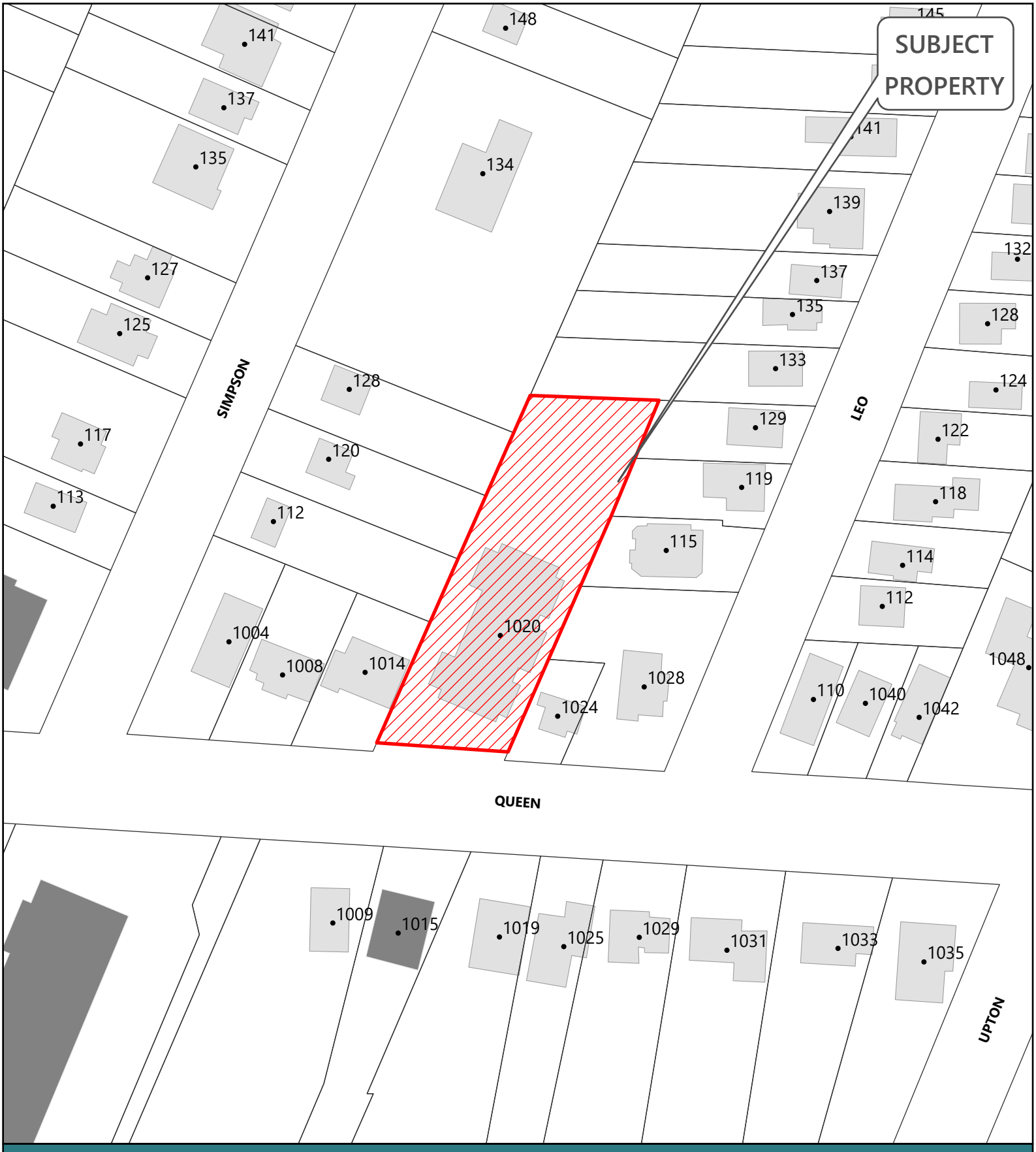
Civic Address: 1020 Queen Street East
Roll No: 020014074000000
Map No: 9/1-4
Date Created: July 28, 2026

0 20 40 m

N

This map is for general reference only.
Orthophoto: 2022

1:1,200



Application A-8-26-Z: Subject Property

Property Information

Civic Address: 1020 Queen Street East
Roll No: 020014074000000
Map No: 9/1-4
Date Created: July 28, 2026

SAULT STE.MARIE

Planning & Enterprise Services

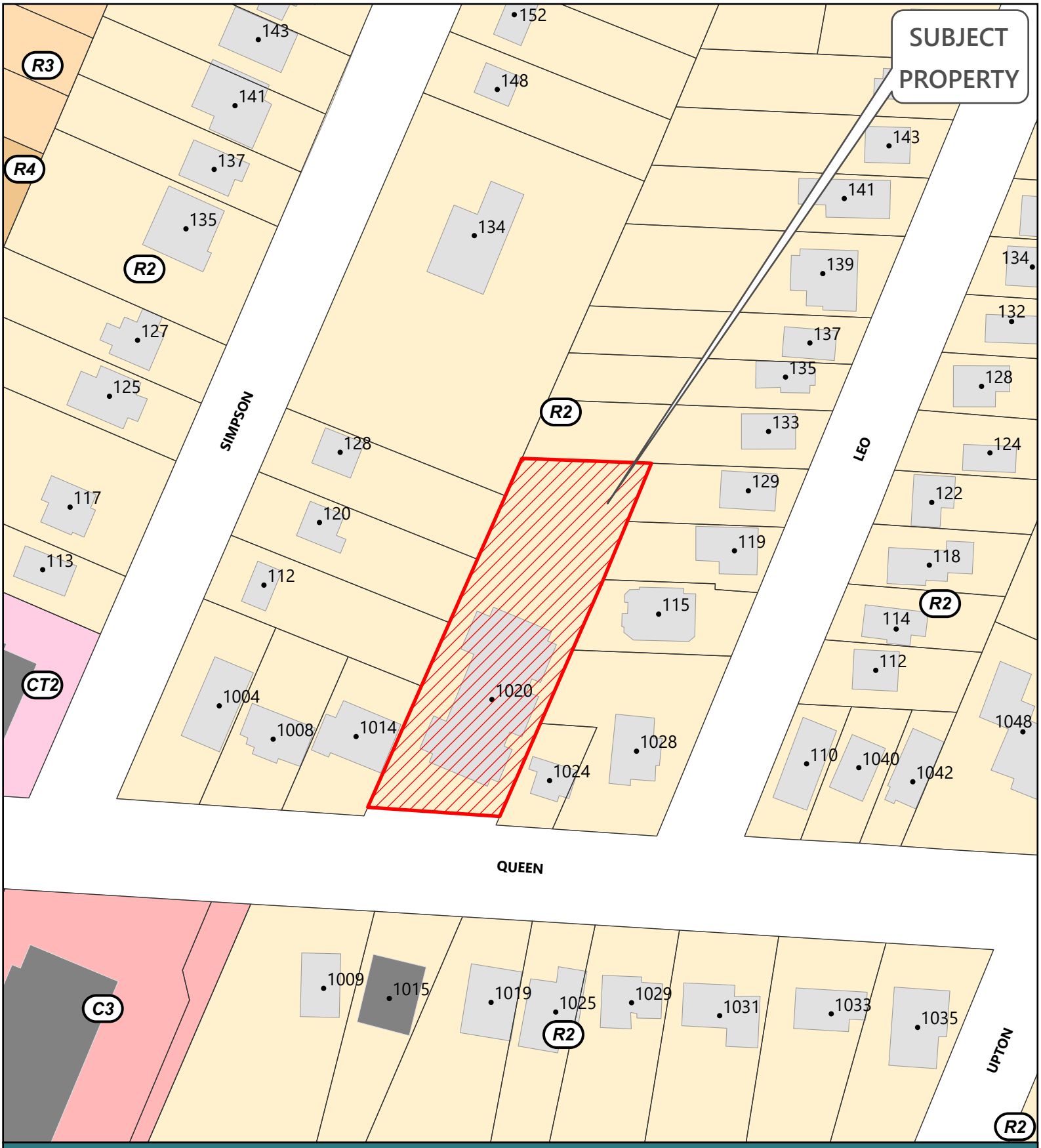
Community Development & Enterprise Services
City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca | (705) 759-5368 | planning@cityssm.on.ca

Legal Department Reference
Schedule "A"

Parcel
Subject Property

0 20 40 m
N

This map is for general reference only. 1:1,200



Application A-8-26-Z: Existing Zoning

Property Information

Civic Address: 1020 Queen Street East
Roll No: 020014074000000
Map No: 9/1-4
Date Created: July 28, 2026

0 20 40 m

This map is for general reference only. 1:1,200

SAULT STE. MARIE

Planning & Enterprise Services

Community Development & Enterprise Services
City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca | (705) 759-5368 | planning@cityssm.on.ca

- C1 - Traditional Commercial Zone
- C2 - Central Commercial Zone
- CT2 - Commercial Transitional Zone
- C3 - Riverfront Zone
- C4 - General Commercial Zone
- C5 - Shopping Centre Zone
- HZ - Highway Zone
- M1 - Light Industrial Zone
- M2 - Medium Industrial Zone
- M3 - Heavy Industrial Zone
- R1 - Estate Residential Zone
- R2 - Single Detached Residential Zone
- R3 - Low Density Residential Zone
- R4 - Medium Density Residential Zone
- R5 - High Density Residential Zone
- R6 - Mobile Home Residential Zone
- I - Institutional Zone
- EM - Environmental Management Zone
- PR - Parks and Recreation Zone
- RA - Rural Area Zone
- RP - Rural Precambrian Uplands Zone
- REX - Rural Aggregate Extraction Zone
- AIR - Airport Zone
- Named Use - Commercial Dock

The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6
saultstemarie.ca | 705.759.2500 | info@cityssm.on.ca

NOTICE OF APPLICATION & PUBLIC MEETING

1020 QUEEN STREET EAST

Application No.: A-8-26-Z

Applicant: Biosphere Labs Inc. (c/o Nick Cepecawer)

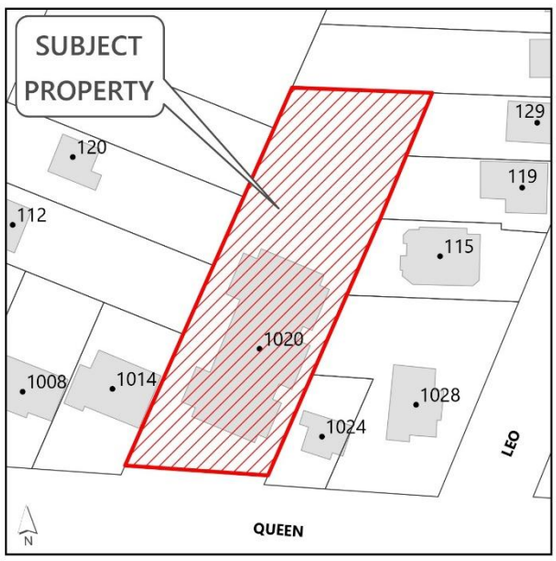
Date: August 31, 2026
Time: 5:00 PM

Location: City of Sault Ste. Marie
Civic Centre, Council Chambers
99 Foster Drive

PURPOSE

The City of Sault Ste. Marie has received a Planning Act application to rezone the subject property to allow a Rooming House.

The applicant proposes converting the existing building from a Group Residence to a Rooming House. Currently, the existing building is vacant and contains 12 bedrooms and office space. Once renovations are complete, the proposed Rooming House will contain 18 bedrooms total with shared living and amenity space.



PROPOSED CHANGE

To rezone the subject property from Gentle Density Residential (R2) Zone to Gentle Density Residential (R2.S) Zone with a Special Exception to permit a Rooming House in addition to those uses already permitted.

HAVE YOUR SAY

Input on the proposed Zoning By-Law amendment is welcome and encouraged. You can provide input by making a written submission or by making a public presentation.

MORE INFORMATION

The application may be reviewed upon request. The report of the Planning Division will be available on Thursday, August 27, 2026, as part of City Council's Agenda. Please contact Nicholas Cicchini at 705.759.5375 or n.cicchini@cityssm.on.ca to request a digital copy. Please refer to the application file number.

WRITTEN SUBMISSION

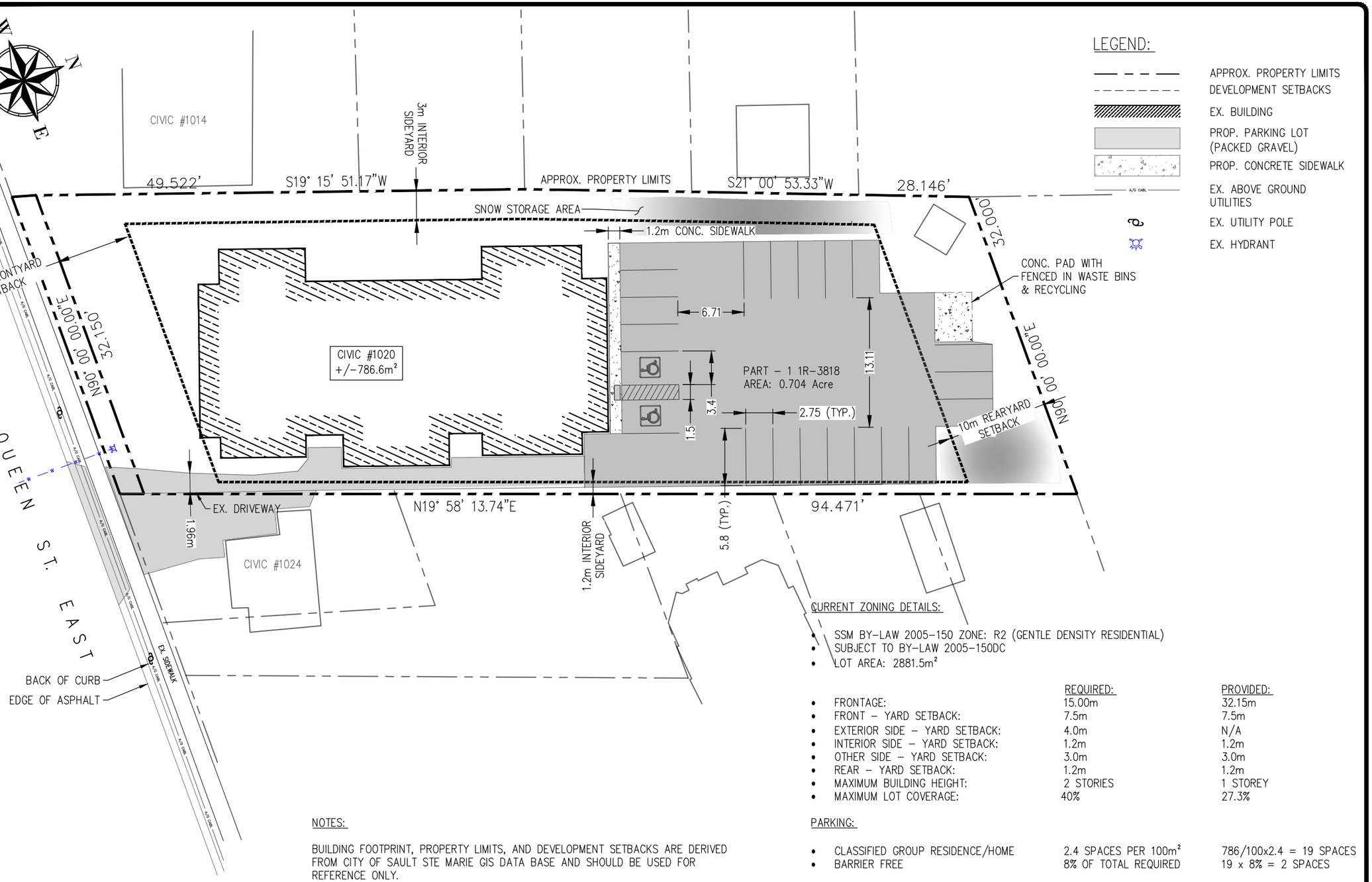
To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Nicholas Cicchini, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to n.cicchini@cityssm.on.ca with your name, address, and application file number on or before Monday, August 31, 2026**.**

If you wish to be notified of the Council of the City of Sault Ste. Marie's decision to adopt or refuse the approval of an application, you must make a written request to the Planning Division at the address noted above.

LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL

If a person or public body does not make oral submission at a public meeting or make written submission to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be entitled to appeal the decision of the Council of the City of Sault Ste. Marie to the Local Planning Appeal Tribunal.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.



LEGEND:

- APPROX. PROPERTY LIMITS
- DEVELOPMENT SETBACKS
- EX. BUILDING
- PROP. PARKING LOT (PACKED GRAVEL)
- PROP. CONCRETE SIDEWALK
- EX. ABOVE GROUND UTILITIES
- EX. UTILITY POLE
- EX. HYDRANT

NOTES:

BUILDING FOOTPRINT, PROPERTY LIMITS, AND DEVELOPMENT SETBACKS ARE DERIVED FROM CITY OF SAULT STE MARIE GIS DATA BASE AND SHOULD BE USED FOR REFERENCE ONLY.

BUILDING FOOTPRINT IS SHOWN AS EXISTING CONDITIONS.

EXISTING MUNICIPAL SERVICES TO BE CONFIRMED.

CURRENT ZONING DETAILS:

- SSM BY-LAW 2005-150 ZONE: R2 (GENTLE DENSITY RESIDENTIAL)
- SUBJECT TO BY-LAW 2005-150DC
- LOT AREA: 2881.5m²

	REQUIRED:	PROVIDED:
• FRONTAGE:	15.00m	32.15m
• FRONT - YARD SETBACK:	7.5m	7.5m
• EXTERIOR SIDE - YARD SETBACK:	4.0m	N/A
• INTERIOR SIDE - YARD SETBACK:	1.2m	1.2m
• OTHER SIDE - YARD SETBACK:	3.0m	3.0m
• REAR - YARD SETBACK:	1.2m	1.2m
• MAXIMUM BUILDING HEIGHT:	2 STORIES	1 STOREY
• MAXIMUM LOT COVERAGE:	40%	27.3%

PARKING:

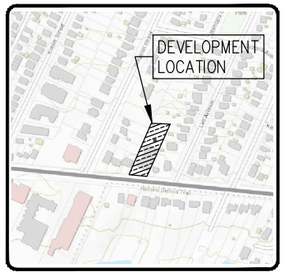
• CLASSIFIED GROUP RESIDENCE/HOME	2.4 SPACES PER 100m²	786/100x2.4 = 19 SPACES
• BARRIER FREE	8% OF TOTAL REQUIRED	19 x 8% = 2 SPACES

1 STOREY

- MAIN FLOOR AREA: 786.60m²

SEAL

CENLO ENGINEERING INC.
Civil / Structural / Architectural



REVISIONS

REV #	DESCRIPTION	DATE
0	ISSUED FOR REZONING	2026.07.16
	APPLICATION	

CLIENT/PROJECT:
1020 QUEEN ST. EAST
SAULT STE. MARIE, ON.
P6C 2C6

DRAWING TITLE:
SITE PLAN

DRAWN:	MJB
CHECKED:	MS
DATE :	2026.07.15
PROJECT #:	26099

SHEET 1 OF 1

C1

SCALE: 1:400

The Corporation of the City of Sault Ste. Marie

Community Development
Planning & Enterprise Services

Nicholas Cicchini, MURP
Planner

The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON, P6A 5X6

Date: September 1, 2026

RE: Neighbourhood Meeting - Rezoning Application: A-8-26-Z – 1020 Queen Street East

Dear Property Owner,

The City of Sault Ste. Marie is inviting you to a neighbourhood meeting to discuss rezoning application A-8-26-Z, which is a proposal to rezone 1020 Queen Street East to permit an 18-bedroom rooming house, with 9 shared bathrooms and 2 shared kitchens.

This is a come-and-go information session that will provide neighbours with the opportunity to discuss their comments and concerns with the applicant/owner. Staff from the City Planning Department will also be in attendance to answer questions.

Date: Wed. Sept. 9, 2026 **Time:** 5-7 PM (Come-and-go) **Location:** 1020 Queen St. E.

If you cannot attend the neighbourhood meeting or are looking for additional information regarding this application, you may contact the applicant/owner at ***705-946-9920*** or ***nikcep@hotmail.com.***

Questions regarding the rezoning process or official comments on the application may also be sent to Nicholas Cicchini, Planner at ***705-759-5375*** or ***n.cicchini@cityssm.on.ca.***

This application is scheduled to be heard by City Council on September 21, 2026, at 5:00 PM. Members of the public may provide written comments in advance of that meeting or attend the Council meeting (Civic Centre, 99 Foster Drive, Level 3) to voice any comments or concerns. Written comments that were sent in advance of Council's August 31st meeting will be attached to the Council report package that will form part of the Council meeting on September 21st. Additional comments will continue to be received up to the day of the Council meeting.

Sincerely,

Nicholas Cicchini, MURP
Planner

Letter of Opposition – Proposed 18-Room Rooming House

Re: Opposition to application No.A-8-26-Z ; Proposed 18-Room Rooming House at 120 Queen Street East

Dear Members of Council / Planning Division

I am writing to express my strong opposition to the proposed development of an 18-room rooming house in our established residential neighbourhood.

My concern is not with the individuals who may require or choose this type of accommodation. Rather, it is with the scale, intensity, and nature of an 18-room rooming house and whether such a high-density use is compatible with this particular neighbourhood.

Our neighbourhood has developed over many years into a stable, attractive and traditional residential community. Its defining attributes include stable property values, a stable population, historic character and charm, pride of ownership, and years of community development and investment by residents. These qualities did not happen by accident. They are the result of generations of homeowners maintaining their properties, investing in their homes and building relationships with their neighbours.

An 18-room rooming house represents a significant change in the intensity of residential use and raises several serious concerns.

Traffic, Parking, Noise and Pedestrian Activity

Housing as many as 18 individual residents in a single property has the potential to create substantially more activity than would normally be associated within a traditional residential neighbourhood. This includes increased vehicle traffic, parking demand, deliveries, visitors, taxis and ride-sharing vehicles, as well as significantly greater pedestrian traffic.

The cumulative effect may also result in increased noise throughout the day and evening. These impacts should be considered based on the actual potential occupancy and intensity of the proposed use, rather than simply treating the property as another residential dwelling.

Impact on Property Values

Homeowners have made significant financial and personal investments in their properties with a reasonable expectation that the established residential character of the neighbourhood will be maintained.

The introduction of a large 18-room rooming house creates legitimate concerns regarding market perception, desirability and the potential effect on neighbouring property values. Even the perception of increased congestion, parking difficulties, noise, transient occupancy or inadequate property maintenance can influence prospective purchasers.

Before approving a development of this magnitude, the City should carefully consider whether surrounding homeowners will bear an unreasonable financial consequence as a result of a land-use decision over which they have little control.

Neighbourhood Character

An 18-room rooming house is fundamentally different in scale and operation from the traditional residential uses that have shaped this neighbourhood.

The issue is not simply whether additional people can physically be accommodated within a building. The question is whether accommodating 18 separate rooming-house residents on one residential property is compatible with the established character, density and pattern of the surrounding neighbourhood.

Once the character of an established neighbourhood is substantially altered, it can be extremely difficult to restore.

Community Integration and Resident Turnover

One of the strengths of this neighbourhood has been its stable population and long-term community relationships. Residents know their neighbours, maintain their homes and have developed a strong sense of community over many years.

A rooming-house model may involve considerably more frequent resident turnover than traditional home ownership or long-term family tenancy. With 18 individual rooms, arrivals and departures could occur regularly.

This level of turnover may make it more difficult to establish the long-term neighbour relationships and community involvement that have contributed to the stability and character of the area.

Financial Commitment and Pride of Ownership

Homeowners have a direct and substantial financial commitment to both their individual properties and the long-term health of the neighbourhood.

Residents occupying individual rooms generally do not have the same financial investment in the property or the surrounding neighbourhood. This does not mean that rooming-house residents will necessarily be poor neighbours. However, the City should recognize that a high-turnover accommodation model is structurally different from a neighbourhood characterized by long-term home ownership and stable residency.

That distinction is relevant when considering whether such an intensive use is appropriate for this location.

Safety and Security

The proposed concentration of residents and the potential for frequent turnover also raise reasonable concerns regarding security, supervision and accountability.

With potentially 18 unrelated residents, together with visitors and changing occupants, neighbouring residents deserve to know what measures will be in place to ensure appropriate management of the property.

Questions should be answered regarding on-site supervision, security procedures, visitor management, emergency response, complaint procedures and the responsibility of the owner or operator when problems arise.

Crime and Public Safety Concerns

Local homeowners are understandably concerned about whether a substantial increase in occupancy, visitors and resident turnover could create additional public-safety issues.

It would be unfair to assume that future residents will engage in criminal activity simply because they live in a rooming house. However, it is entirely reasonable for the City to examine whether the size, management model, resident turnover and level of supervision associated with an 18-room facility could create additional policing, by-law enforcement or neighbourhood-security demands.

The City should require objective information and an appropriate management and security plan rather than expecting neighbouring homeowners to absorb these risks if approval is granted.

Property Maintenance

Property maintenance is another significant concern. A building accommodating 18 individual residents will experience considerably greater use than a conventional residence.

The City should determine who will be responsible for maintaining the building, yard, garbage and recycling areas, snow removal and exterior appearance and how compliance with property standards will be enforced.

The surrounding community should not have to rely on repeated complaints to municipal enforcement officials to ensure that such a large property is properly maintained.

Cumulative Impact

Each of these concerns should not be considered in isolation. Traffic, parking, noise, pedestrian activity, resident turnover, security, property maintenance, neighbourhood character and potential effects on property values are interconnected.

The appropriate question is therefore not whether any single concern is sufficient to prevent the development. The question is whether the cumulative impact of introducing an 18-room rooming house is compatible with the established residential environment in which it is proposed.

Our neighbourhood represents years of personal investment, community development and careful stewardship. Its stable property values, stable population, history and charm are valuable community assets worthy of protection.

There may be locations where a development of this size and intensity can be appropriately accommodated. However, an established traditional residential neighbourhood should not automatically be expected to absorb a use of this magnitude simply because a property is physically capable of containing it.

I respectfully request that Council and the Planning Committee reject the proposal for an 18-room rooming house at this location.

Residents who have spent years building, maintaining and investing in this neighbourhood deserve to have those interests given meaningful consideration in the planning process.

Thank you for considering these concerns.

Respectfully submitted,

Vivienne Burns (For R Lehtimaki)

[redacted]

Sault Ste Marie ON

[redacted]

[redacted]

James and Mary Jane Horbatuk
[redacted]
Sault Ste. Marie, ON [redacted]
[redacted]
[redacted]

August 25, 2026

Nicholas Cicchini, MURP
Planning & Enterprise Services
Corporation of the City of Sault Ste. Marie

Re: Application A-8-26-Z Opposition to Proposed Change of Use Application and Zoning Bylaw Amendment for 1020 Queen Street East

Dear Mr. Cicchini,

We are writing to oppose the zoning bylaw amendment for 1020 Queen Street East which seeks to rezone the property from Gentle Density Residential (R2) to R2.S with a site-specific special exception permitting a rooming house.

We respectfully ask that the application be refused for the following reasons.

Application A-8-26-Z does not conform to the Official Plan's Residential Policies

The Sault Ste. Marie Official Plan (the "Official Plan") requires that intensification be small-scale and compatible with surrounding residential areas. The Official Plan states: "Low and high density development should be integrated and compatible in density, height and building setbacks"[1]. The proposed 18-bedroom rooming house is not compatible with the surrounding R2 neighbourhood. It represents a high-intensity lodging use, not gentle residential density. The Official Plan further states: "Small scale residential intensification may include, but not be limited to, rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment"[2]. This inclusion in the Official Plan means that rooming houses are to be permitted only as small-scale intensification. An 18-bedroom facility is not a small-scale intensification, and therefore is not in conformity with the Official Plan.

Application A-8-26-Z undermines the existing neighbourhood character and contravenes the Official Plan urban design guidelines.

The Official Plan requires new development to reinforce existing neighbourhood form, stating: "Development or redevelopment should replicate and/or respond to existing colour, texture, scale, and massing in order to harmonize with the existing streetscape rhythm and the relationship of uses"[3].

[1] Official Plan (Office Consolidation), p. 35, https://saultstemarie.ca/wp-content/uploads/2025/08/OFFICIAL-PLAN-August-2024.pdf, retrieved August 18, 2026 (the "Official Plan").
[2] Ibid.
[3] Ibid., p. 35.

An 18-bedroom, multi-tenant rooming house introduces a previously unseen scale into a stable residential neighbourhood without any comparable uses. This is inconsistent with the Official Plan's requirement to maintain the residential character.

Application A-8-26-Z is inconsistent with the purpose of the R2 zoning.

The Zoning By-law 2005-150 (the "Zoning Bylaw") defines R2 as "Gentle Density Residential"[4], intended for low intensity residential uses such as single-detached dwellings, semis, duplexes, and modest intensification. An 18-bedroom rooming house is not gentle density. While the Zoning Bylaw contemplates conversion of single-detached dwellings to create multi-unit dwellings and purpose-built multiplexes, a rooming house is neither of these. This property has not been purpose built to function as a rooming house. Allowing the rezoning of this property would undermine the purpose of the R2 zoning and essentially replace R2 zoning with R3 zoning.

Application A-8-26-Z triggers Site Plan Control.

Section 4.14.14 of the Zoning Bylaw states: "Lots containing or proposed to contain 11 or more dwelling units shall be subject to Site Plan Control." An 18 bedroom rooming house is functionally equivalent to 18 dwelling units for the purposes of Site Plan Control. The applicant has not provided detailed plans required for Site Plan Control addressing buffering, landscaping, lighting, waste storage, amenity space, circulation, and access. The application should not proceed without the applicant providing the necessary information to complete Site Plan Control. As the use of a rooming house is more akin to institutional use than traditional residential use, the applicant should be required to demonstrate compliance with buffering requirements to address noise, lighting, and activity impacts.

Application A-8-26-Z raises development and safety concerns contrary to the Official Plan.

First, the proposed rooming house use to be allowed by the rezoning does not fit with the established character of the neighbourhood, or the general intent and purpose of the existing zoning by-law. We understand that the previous use of the property by Community Living Algoma was for a group residence. The CEO of the applicant, Biosphere Labs Inc., Mr. Nick Cepecawer, stated that the intended resident of the proposed rooming houses is to be graduate level students attending Algoma University or Sault College.[5] While this may be the intended use, the proposed re-zoning from R2 to R2.S does not prevent the applicant from renting to non-student tenants. The neighbourhood already must deal with the public safety issues by the Sault Ste. Marie HART Hub. The concern is that the tenants of the proposed rooming house will not be students, and that the tenants will further negatively impact the lives of the existing residents of the neighbourhood.

[4] City of Sault Ste. Marie Zoning By-law 2005-150, p. 103 (the "Zoning Bylaw").
[5] https://www.sootoday.com/local-news/rooming-house-proposed-for-former-queen-street-group-home-12672561, retrieved August 18, 2026.

For the reasons above, including non-conformity with the Official Plan, incompatibility with the existing R2 zoning, absence of required Site Plan Control documentation, and failure to address buffering and neighbourhood character, we respectfully request that Application A-8-26-Z be refused.

Thank you for considering our comments.

Yours truly,



James and Mary Jane Horbatuk
[redacted]
Sault Ste. Marie, ON [redacted]
[redacted]

Judy Hupponen
[redacted]
Sault Ste. Marie, ON
[redacted]
[redacted]

August 18, 2026

Nicholas Cicchini
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Re: Application File # A-8-26-Z: Biosphere Labs Inc.
Zoning Amendment – 1020 Queen Street East (Gentle Density Residential with a Special Exception, R2.S)

Dear Nicholas,

I am writing to voice my conditional position regarding the proposed zoning amendment for the vacant property at 1020 Queen Street East. While I support the efficient use of vacant properties, transforming a former 12-bedroom group home into an 18-bedroom high-density rooming house will create significant operational impacts on our primarily residential Ward 2 neighbourhoods. Because Ontario's Landlord and Tenant Board (LTB) faces severe backlogs making post-occupancy eviction exceptionally slow and difficult, proactive municipal safeguards must be permanently bound to this approval.

The verbal assurances given by Biosphere Labs regarding a "mature graduate student" demographic are legally unenforceable without specific site plan control agreements and strict municipal licensing. Therefore, as a Ward 2 resident, I request that the Planning Advisory Committee impose the following legally binding requirements as strict conditions for the R2.S zoning exception:

- **Mandatory Tenant Verification Covenants:** Biosphere Labs must be legally required to verify and maintain post-graduate or mature student enrollment criteria. The operator must submit annual compliance reports to the City verifying that all 18 tenancies meet these parameters to prevent the site from deteriorating into a poorly managed transient house.

- **Certified Canadian Guarantors:** Because security and damage deposits are illegal under the Ontario Residential Tenancies Act (RTA), the City must mandate that all leases signed for 1020 Queen Street East require a certified Canadian co-signer or guarantor to ensure financial accountability for any structural damage.

- **24/7 Professional Management & Local Liaison:** The applicant must contract a licensed, professional property management firm. A direct 24-hour emergency hotline must be distributed to all residents and property owners within a 120-meter radius, bypassing standard voicemail systems to handle local disruptions instantly.

- **Mandatory Commercial Cleaning Contracts:** With 18 individual residents sharing only two kitchens and nine bathrooms, internal sanitary failure is a high risk. The site plan must mandate a commercial janitorial contract for professional cleaning of all shared indoor spaces at least twice a week.

- **Commercial Waste Management Infrastructure:** An 18-resident facility generates commercial volumes of waste. Standard residential curbside collection on Queen Street East will cause severe litter and pest issues. The landlord must install an enclosed, rodent-proof commercial waste bin on-site with a private disposal service.

- **Active Transit Requirements:** The City must mandate that Biosphere Labs construct an indoor, secure, weather-proof bike locker for 18 bicycles to actively discourage car ownership and support active transit among the student population.

- **Site-Specific Municipal Licensing:** The City should implement a site-specific Rooming House Licensing Bylaw for this property. This will permit municipal enforcement officers to levy escalating fines directly against Biosphere Labs up to $50,000 for property standards violations, completely independent of the lengthy LTB eviction process.

Our neighbourhoods need enforceable, structural guarantees rather than vague corporate promises. If Biosphere Labs is fully confident in their upscale management model, they should welcome these conditions being hardcoded into their zoning approval.

Thank you for your time, consideration, and dedication to protecting the integrity of Sault Ste. Marie’s residential neighbourhoods.

Sincerely,

Judy Hupponen
Concerned Ward 2 Resident

Nicholas Cicchini

From: Debbie Kent [redacted]
Sent: Friday, August 28, 2026 7:35 AM
To: Nicholas Cicchini
Cc: Lisa Vezeau-Allen; Luke Dufour
Subject: Rooming House Application

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

Dear Mr. Cicchini

As a resident on Upton Road I received the notice of the proposed rooming house on Queen street.
This is a terrible idea.
The area affectionately known as SLUM is as close to a Heritage residential area as we have. It is populated by people who care for older homes. I fully supported the Core Residence when it was built. At no time did I believe my support would lead to a potential flop house.
These are challenging times. Putting stress on a neighbourhood investing in their homes and striving to create a safe stable environment for families makes no sense.
Respectfully,
D. Kent
[redacted]
Sent from my iPhone

Nicholas Cicchini

From: Tom Kimsal [redacted]
Sent: Monday, August 10, 2026 3:57 PM
To: Nicholas Cicchini
Subject: ROOMING HOUSE

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

A rooming house ! no way , it will only have people that have mental health and or addictions that will with no doubt result in more crime of all kinds in our area that is already having theft and trespassing on private property in what was considered a good area to live in not to mention a Big loss in property values . Who wants to buy a house within 5 blocks of such a place ?? also many of us are senor citizen's . If this passes the city should remove our property tax so we can afford to pay for professional alarm systems . JUST SAY NO !

Attn: Application No. A-8-26-Z (1020 Queen St. E)

To: Nicholas Cicchini

My name is Colin Lee, I reside and pay the mortgage at 1024 Queen St. E, [redacted]. I am very concerned that allowing such a large rooming house next door will be detrimental to the value of my home and the surrounding properties.

This area is populated with well-cared-for homes, with a combination of families and retirees, as well as gainfully employed professionals. This area is desirable to live in due to the proximity to the Hub Trail, St. Mary's River, grocery stores, shopping malls, and downtown.

The SooToday article on this proposed rooming house stated it was the owners intention to rent rooms to students and post-graduate students who would have to share washrooms, showers, kitchen appliances and common areas. There is no guarantee that this will indeed be what transpires.

I am a retired Probation and Parole Officer and am well aware of the potential for very different clients to become neighbours and cause great, unwanted disruption to our lovely and peaceful part of the city.

In conclusion, I would request that the rezoning application be denied.

A more suitable use of such a big property be independent apartments that would be a proper fit in this area and more acceptable.

I would like to be informed of the Council of the City of Sault Ste. Marie's decision in the matter if possible.

Email address: leecolin@shaw.ca
Postal address: 1024 Queen Street East, Sault Ste. Marie, ON, P6A 2C6

Respectfully,

Note: Comment copied by Planning Staff, original attached below

Attn: Application No. A-8-26-Z (1020 Queen St. E.)
To Nicholas Cicchini

My name is Colin Lee. I reside & pay the mortgage at [redacted], directly next to 1020 Queen St. East.
I am very concerned that allowing such a large rooming house next door will be a detriment to the value of my home and the surrounding properties.
This area is populated with well cared for homes, with a combination of families and both retirees as well as gainfully employed professionals.
This area is desirable to live in due to the proximety to the Hub trail, St. Maries River, grocery stores, shopping malls and downtown.

The Soo Today article on this proposed rooming house stated it was the owners intention to rent rooms to students and Postgraduate students who would have to share washrooms, showers, kitchen appliances and common areas. There is no gaurantee that this will indeed be what transpires.
I am a retired Probation & Parole Officer and am well aware of the potential for very different clients to become neighbours and cause great unwanted disruption to our lovely residential part of the city.

In conclusion I would request that this Re-Zoning application be denied.

A more suitable use of such a big property be independant apartments that would be a proper fit in this area & more accepable.

I would like to be informed of the Council of the City of Sault Ste. Maries decision in the matter if possible.

My e-mail. addess - [redacted]

Postal addess:

Colin Lee [redacted] ~~Ste~~ St. East, Sault Ste Marie

P6A 2C6.

Respectfully

Colin Lee

Nicholas Cicchini

From: Aldene Magill [redacted]
Sent: Tuesday, August 11, 2026 10:14 AM
To: Nicholas Cicchini
Subject: Rooming house application

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

Concerned to receive the notice of application for a rooming house in our neighborhood. My understanding is that rooming house is typically for homeless people with addiction problems. My concern is that it will increase the crime in our area as we do have problems with that already from people who break into our homes or cars looking for money. I have had my car broken into several times. also, I think that there may be an increase in physical assaults. I hope you will take these factors into consideration when pursuing this application.

Nicholas Cicchini

From: Stephen Nelson [redacted]
Sent: Friday, August 28, 2026 6:51 PM
To: Nicholas Cicchini <n.cicchini@cityssm.on.ca>
Cc: Luke Dufour <l.dufour@cityssm.on.ca>
Subject: Proposed rezoning change, 1020 Queen East

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

Mr. Nicholas Cicchini,

I hope this day finds you well and good. Honestly, I have been putting off writing this email as I am somewhat disturbed by the proposed zoning change. My experience suggests that the decision has already been made unofficially. Any arguments related to this proposed change I would understand even though I do disagree. So, I embark on this communication with great interest but hesitancy.

With your patience, I will give a little background to illuminate my point of view just a little.

My spouse Dale and I have owned and lived at [redacted] for 35 years. That's two and a half dog's lives. The base of the property abuts to the property in question.

I have been an employee of Community Living Algoma (CLA) for 41 years. I have actually worked at 1020 Queen East for about seven of those years, first five and then a few years later two. I am very familiar with the building, its construction and maintenance/structural issues and its history.

Although zoned for 16 persons, the only time full capacity was utilized was very early on when owned prior to agency amalgamation by Algoma District Mental R. Service when it was a residence for individuals with developmental disabilities and physical medical needs. Post amalgamation decades ago the number of residents living there was continually reduced to eight or nine (respite placement) and then to six. At the time of closing by CLA the number of residents was six. When CLA used the building once more for two years the population was four.

Impact of the residence to the surrounding neighbours was positive. Staff avoided using the patio close to a neighbours building. Sound footprint was low. The grounds were maintained and garbage disposal, winter plowing and the like was professionally managed to a high standard and provincial regulations. A manager was present much of the day.

At that time the building width crack in the foundation which introduced ground water had yet to be repaired and rain water ran through the walls in the main hall near the north-east entrance. Most of us anticipated the building would be torn down.

When CLA closed operation of the residence I inquired from the CEO of CLA, Mr. John Polichichio as to the fate of the building. He was not sure. My spouse and I then reached out to Algoma University who were interested but were turned down by CLA at that time.

Some time has gone by. Sault Ste. Marie has changed. **We absolutely are opposed to the 18 bed rooming house proposed.**

Having had a rapid turnover of renters living to my north I have had complaints. Until recently the home to my south was rented by persons frequently disruptive, trespassing, minor theft from my yard and my automobile and mischief. Dirty laundry, occasional drug paraphernalia and broken beer bottles were not only a nuisance but also caused an injury to my dog.

I still work and I work night shifts. I have a very real concern for my family 's physical safety and the state of anxiety a crowded rooming house would create.

The noise and the constant come and go of automobiles at all hours will be disruptive. I doubt very much if the new owner has considered an eight foot close board privacy fence along the western property line to mitigate noise, inhibit casual refuse and contain plowed snow to the property in question. My back fence is only about 3 meters from the building. I anticipate problems.

Really, I wish I could be positive but I cannot. Regardless of the current anticipated use I cannot help but imagine that in the future with the zoning change an even more disturbing use may be put in place.

Not only is this proposal a dramatic change to the mature, historic and favoured nature of this neighbourhood I do believe that it represents a threat to tell-being of myself, my family and my neighbours.

Thank you for your attention. Please have a most pleasant day.

Stephen Nelson
with Dale Nelson

[redacted]

Nicholas Cicchini

From: Kathleen O'Hara [redacted]
Sent: Wednesday, August 19, 2026 3:12 PM
To: Nicholas Cicchini
Subject: 1020 Queen Street, application No.:A-8-26-Z

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

Mr. Cicchini.

I have lived near a rooming house for some years. Since it was a rooming house, I have seen LOITERING, LEERING and LITTER. These roomers walk up and down in front of my house, often smoking. They sit on the grass in front of my house, sometimes smoking, alone or in groups. They litter (100's of cans and bottles around the house plus boxes of garbage spilling onto the neighbor's property and old mattresses on the front lawn). The city had to be called to remove this litter.

The idea that the city would allow 18 more single roomers (plus all their visitors) into our once high trust neighborhood of "single family homes" fills me with terror.

Respectfully.

Kathleen O'Hara, [redacted] Sault Ste. Marie, On, [redacted]

Nicholas Cicchini

From: [redacted]
Sent: Sunday, September 6, 2026 5:46 PM
To: Nicholas Cicchini
Subject: 1020 QUEEN St. E. "Rooming House"

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

Mr. Cicchini

I am 1000% opposed to 1020 queen st. e becoming a 'rooming house' Here are a few reasons based upon my unpleasant experience living near one.

1. POPULATION DENSITY/ INVASION. 18 roomers, in reality will mean 18 plus lots of visitors, e.g. each day maybe 36 or 54, the constant coming and going foot traffic plus the car traffic and parking. They parked in front of the neighbors' property.

2. REFUSE LITTER. There is city records of this on Simpson. Smoking is not allowed, so, they smoke outside often in front to the neighbors' homes.

3.LOITERING of these 'students', pacing up and down in front of our homes, sitting on the grass in front of our homes, sometimes alone or in groups, often smoking...

4. PROPERTY VALUES. I would not buy my house knowing there is a rooming house next door.

I will feel BETRAYED by the planning industry and the city if this proposal is allowed.

[redacted]

Nicholas Cicchini

From: Judy A Pyykonen [redacted]
Sent: Friday, August 28, 2026 1:28 PM
To: Nicholas Cicchini
Subject: Re: application to rezone 1020 Queen Street East to a rooming house

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

Cc: cityclerk@cityssm.on

I am against changing the existing building to a rooming house.
Increasing the size to 18 bedrooms and saying that the residents will be graduate students from local college and university is attempt at putting icing on a tasteless cake.
Our city has gone thru a period of time where individuals could buy homes , mortgage them and then let them fall into disrepair.
Leading to boarded up homes all over the city.
I find myself not reassured by what has previously happened in the city. If this passes and it turns into everything that we were afraid of what avenues are open to us.
Yours sincerely,

Judy Pyykonen
[redacted]

Nicholas Cicchini

From: planning
Sent: Tuesday, September 8, 2026 8:48 AM
To: Nicholas Cicchini
Subject: FW: Rezoning of 1020 queen st e

From: Hannah [redacted]
Sent: Friday, September 4, 2026 10:38 PM
To: planning <planning@cityssm.on.ca>
Subject: Rezoning of 1020 queen st e

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

Hello,

As a resident of Upton Rd, I have huge concerns about the rezoning of this property. The main concern being the lack of clarity in terms of who the residents of rooming house will be. From my understanding it will be for low-income individuals but who would this consist of? Students, families, or unhomed individuals? I mainly am concerned with the location attracting individuals who participate in drug use. I've noticed a larger presence of drug paraphernalia, drugs in baggies, and burnt pieces of tin foil with drug residue scattered in our beautiful neighborhood, and for someone with dogs who love to sniff around, this causes me great distress. We have beautiful parks in our neighborhood that I love to visit, but am saddened when I see drug-users using out in these public spaces and leaving their trash behind in these key community spaces. I am very against this property attracting any type of individual who is more likely to participate in these activities as it will only increase the presence of these issues. If this rooming house will create more problems for one of the most sought-after neighbourhoods in the Soo, please exercise your best judgment in the rezoning of this property.

Thank you for your attention on this matter,
Hannah

Dr. Edward Turgeon

[redacted] Sault Ste. Marie, Ontario, Canada, [redacted]

August 30, 2026

Dear Mr. Cicchini,

Good morning.

I am writing in regard to the application for rezoning of1020 Queen Street (Application No. A-8-26-Z). If approved, the proposal would renovate an existing 12-room facility into an 18-room residence which, according to the applicant, will serve "mature students." I do not support the re-zoning, nor do I support the number of rooms being expanded from 12 to 18. In fact, I believe that the number of rooms should be reduced, not increased. This is because overcrowding can not be a possibility, and I believe that the re-zoning and expansion to 18 rooms could result in overcrowding, too many students at the facility.

While I strongly support the need for additional student and residential housing in Sault Ste. Marie, we ought to carefully consider what kind of housing we are creating and under what conditions. There is a serious issue across Canada (please see CBC and CTV articles re: Cape Breton, Brampton, Surrey, etc.) about severely overcrowded student accommodations, where multiple students are allowed to crowd into individual rooms or small units in order to maximize occupancy (and landlord profits), with sometimes, as many as 8 or even 10 in one room. Such arrangements create serious concerns related to privacy, sanitation, mental and physical well-being, and fire safety. There are documented cases of this occurring in Sault Ste. Marie. If there are rules in this city, they are not being enforced, which leads me to believe that if overcrowding were to occur at 1020 Queen, it would not be enforced, and the peace and quite that homeowners enjoy in this community would be severely compromised. This facility is surrounded by single family housing units. This needs to be taken into consideration. I am not so sure that any of the surrounding homeowners support the proposed room expansion, which is making all of us wonder why the city would even contemplate such a re-zoning.

Students, particularly those who are new to the community or country, can be especially vulnerable in a tight housing market. Limited housing supply, a lack of previous credit or renting history, high rental rates, and unfamiliarity with tenancy regulations can leave students with few choices. Some may accept overcrowded or otherwise inappropriate arrangements simply because they cannot afford or find affordable alternatives. No Canadian town or city should accept any scenario where the student housing shortage is remedied by creating conditions that compromise the health, safety, or dignity of the very students we are trying to house. For this reason, if the rezoning is approved, I believe our City should provide clear assurances that occupancy will be appropriately regulated and that the property will be monitored to prevent overcrowding and unsafe conditions. Perhaps - rather than simply increasing the number of rooms, the City and property owner could consider a development model that adds housing while strengthening the historic Queen Street East neighbourhood. I would like to propose:

1. Converting 1020 Queen Street into traditional apartments, rather than an 18-bedroom rooming house.
2. Permit approximately 6 to 8 self-contained apartments, subject to a proper architectural and feasibility study.
3. Require a high-quality architectural redesign that complements the historic character of properties on Queen Street East and on nearby streets such as Simpson, Leo, Upton and Kensington, and existing properties such as those at [redacted] a design that will demonstrate the architectural character and heritage value of the neighbourhood is not only being respected, but enhanced.

4. Require improvements to the property and surroundings, including landscaping, access, lighting, security and heritage interpretation. Mandate that an aesthetically attractive separation wall and sound barrier be installed between the property and the single-family home on the right side of the property. The condition of the property through the spring and summer of 2026 was concerning. During that time, the property's lawn was allowed to grow in an uncontrolled manner. The property appeared to be abandoned. This is a significant departure from the standard maintained by the previous owner, and it does not bode well, given that the property owner viewed this as acceptable for the neighbourhood.
5. Develop a broader heritage enhancement strategy for the neighbourhood, supported where possible by grants and incentives for restoration and improvement.

This approach benefits everyone:

The developer: a viable residential project

Tenants: safe, dignified housing

The City: additional residential density

Neighbours: a controlled, attractive redevelopment

Heritage advocates: preservation and investment

Taxpayers and property owners: a coherent process of long-term neighbourhood planning and improvement that leads to potentially enhanced property values and increased desirability.

As a citizen who is committed to positive student outcomes, I fully understand the need for quality student housing in Sault Ste. Marie. I also believe that students deserve housing that supports health, safety, privacy and academic success. I therefore support additional housing at 1020 Queen Street, but I hope that the City chooses a model that strengthens rather than weakens one of Sault Ste. Marie's most significant and historic neighbourhoods. The City is already investing in Queen Street as a destination for culture, entertainment and improved accessibility, including improvements to boulevards, planters, lighting and trees. Therefore, why not consider a more thoughtful approach to redeveloping 1020 Queen Street, in tandem with those investments and updates that that are already in progress elsewhere on Queen Street.

Ideally, it would be great to see the property renovated into approximately 6 to 8 fully equipped apartments, each with their own kitchen and full bathroom, with occupancy limits based on the size of each unit, perhaps with only two or three occupants per apartment. There is an opportunity here to address several important needs at once: providing more housing, ensuring occupant safety, preventing an overcrowded boarding house scenario that's geared to landlord profits only, all the while preserving and enhancing an area of the city that is, in so many ways, a very important part of Sault Ste. Marie's heritage.

Sincerely,

Edward Turgeon

Edward Turgeon; [redacted]

[redacted]

Nicholas Cicchini

From: planning
Sent: Tuesday, September 8, 2026 8:49 AM
To: Nicholas Cicchini
Subject: FW: Application A-8-26-Z re: Rooming House located at 1020 Queen St. E Sault Ste. Marie

From: meg opala [redacted]
Sent: Saturday, September 5, 2026 10:24 AM
To: Rachel Tyczinski <r.tyczinski@cityssm.on.ca>; planning <planning@cityssm.on.ca>
Subject: Application A-8-26-Z re: Rooming House located at 1020 Queen St. E Sault Ste. Marie

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

Good morning,

I am writing to express my concern regarding the above noted Application, as a resident of Simpson Street.

I believe placing a Rooming House in this specific setting is incompatible with the surrounding neighbourhood and could have a significant negative impact on the families and homeowners who live here. This is a family-oriented area known for its strong residential character and unique historic identity.

I grew up in this neighborhood and now raise my family here. Most Residents take pride in owning a home in this area and have made substantial investments, as many of us are young families moving into our forever homes. This neighborhood has been known for its elegance and class for years and years. I am truly concerned that introducing a rooming house into this established residential area could decrease our property values and negatively affect the long-term desirability of the neighbourhood. Homeowners should not have to worry that a major change in the surrounding use of properties will diminish the value of what may be their largest investment.

I am also deeply concerned about the safety and security that this may pose. A rooming house could create an environment that feels less safe for families, children, seniors, and other residents. Increased noise, traffic, and unfamiliar individuals roaming our sidewalks could negatively affect our sense of security and quality of life. This neighbourhood is thriving with young children playing on our streets and at our parks (Bishop's Court and Victoria Park). These parks are important gathering places for families and children in the neighbourhood and for now, they are safe for us to attend. Any increase in activity, noise, litter, public disturbances, or other issues could negatively affect residents' ability to safely and comfortably enjoy these spaces.

Unfortunately, I already deal with many of these types of issues at my office, which is located downtown on Queen Street. I see firsthand the challenges that can arise in areas where there are higher concentrations of this type of accommodation and activity. I do not want to see these same issues move into my residential neighbourhood. My home is where I should be able to feel safe,

comfortable, and secure, and where families should be able to enjoy their neighbourhood without having to deal with problems that are more commonly associated with a more suited environment.

I want to be clear that I am not opposed to providing appropriate housing or supporting people who need accommodation. However, housing initiatives should be located and managed in a way that is appropriate for the surrounding community and does not negatively impact an established residential neighbourhood.

I respectfully ask that this proposal be carefully reviewed and that the concerns of surrounding homeowners be given serious consideration. In particular, I ask that the potential impacts that are brought by our Residents of the neighbourhood be fully assessed before any decision is made.

Our neighbourhood has a long-standing residential and family-oriented character that deserves to be protected. Please listen to the concerns of the residents who live here and carefully consider whether a rooming house is truly appropriate for this location.

Thank you for your time and consideration. I hope our concerns will be taken seriously before any approval is granted.

Many thanks,

Meggie Virtanen

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SUBMISSION TO SAULT STE. MARIE CITY COUNCIL

RE: PROPOSED 18 UNIT ROOMING HOUSE
1020 QUEEN ST. E.
APPLICATION A-8-26-Z

SUBMITTED BY: Ken & Sandra Wallenius
1025 Queen St. E.
Sault Ste. Marie, ON [redacted]
Telephone: [redacted]
Email: [redacted]

PUBLIC MEETING: 2026 08 31 5:00 P. M.

-Rooming Houses, or Multi-tenant housing, can play a unique and critical role in addressing the housing issues in Sault Ste. Marie

-it can provide low-cost and affordable housing for the most vulnerable in our society

-statistics indicate that when individuals move into rooming houses as their home, they have very few choices in terms of housing – many have other complicating factors in their lives that they are trying to address, and it is important that they have secure, safe and adequate housing

-unfortunately, without adequate monitoring, these units become daily, weekly and monthly rentals, rather than 6-12 month legal agreements, which often result in poorly maintained and sub-standard housing

-there must be ongoing and adequate **OVERSIGHT**,

by the **CITY,** through Policies, Building Codes and Bylaws, monitoring

by the **TENANTS**, through the Residential Tenancies Act and

by the **DEVELOPER,** through an ongoing transparency, presence and monitoring

-WE ARE OPPOSED TO THIS DEVELOPMENT BECAUSE:

-18 rooms represent an excessive intensity of occupation

-the significant issues associated with Rooming Houses have not been addressed (oversight, safety, maintenance, municipal oversight, property management, pest control, parking, noise)

-an 18 unit development will require substantial ongoing management and oversight

-there is limited transparency regarding financial oversight, a business model for this property and enforceable assurances from the developer – intentions cannot be enforced

CONCERNS:

In researching Rooming Houses, the following concerns came forward:

-NUMBER OF UNITS

-18 units appears to be an excessive and inappropriate intensity, with little explanation as to why the occupancy was not capped at 12

-it would be extremely difficult to monitor, maintain and manage 18 units, and on site amenities and services – there would typically be a management firm or individual on site to oversee this many unit

PRIVACY

-there is limited information available on how the developer would address privacy

-is there sufficient soundproofing throughout the building

- how will noise concerns be addressed (music, vehicles, games, voices, pets, and other daily activities)

-intrusion from other tenants, unwanted attention from other tenants and visitors

-overnight guests – how long can a visitor, family member, or friend stay and under what terms and conditions, where is the extra parking

SHARED SPACES:

-there are 2 kitchens and 9 bathrooms proposed – does that adequately meet standard

-how many refrigerators, ovens, freezers, laundry areas, sitting areas, outdoor patios would you need for 18 people

-who would be available to maintain health and safety standards within the bathrooms, kitchens and other areas of the building

-who manages the use of the facilities – availability of kitchens, laundry rooms, shower, baths, lights, music

-food storage (some cultural foods cannot be stored with other foods), are the appliances enough for 18 people and well-maintained

-use of someone else's food, laundry, utensils, use of showers, baths for long period of time

-who supervises, monitors these situations

-WHAT IS THE OVERSIGHT AND MONITORING PLAN FOR THESE AREAS

HABITABILITY --- MAINTENANCE/SAFETY

-fire safety, personal safety and health safety are primary concerns

-smoke alarms, extinguishers, safety blankets, safety windows, no barriers to escaping

-adequate lighting in and around the building – safety measures within the structure, eg: window for fire escape, secure locks on unit/main doors, alarms, adequate heat, cooling, plumbing, electrical services

-continuous pest control

-smoking/vaping regulations – use of drugs, alcohol – who monitors, mediates, oversees these issues

-cleaning of the facility in the kitchen, bathrooms, sitting area, laundry room – all areas must meet health regulations and standards

-maintenance of the exterior – lawn, snow removal, yard maintenance, lighting, parking

-is there an outside area/patio for socializing, parties and how is that overseen

-public safety for both the residents of this home and the residents of this area should be front and centre

COMMUNITY CULTURE:

-18 different lifestyles and expectations will be contained within this building

-how will the developer address differing cultural beliefs, rituals, prayer routines, food storage, personal expectations

-this can lead to arguments, conflicts, disagreements – how are these resolved, without police, city or legal intervention

DEVELOPER CONCERNS:

-**Financial Transparency** – difficult/unable to find financial documents or audited statements associated with Biosphere Labs Inc.

-how would the residents of Ward 2 know that there is financial accountability/sustainability on the part of the developer

-**Structure –** difficult/unable to determine leadership structure and oversight -- the Board of Directors and the President, all have the same last and sometimes first name

-who would the residents of Ward 2 contact, should they have questions

-The company received a Heritage Fund grant in 2009 of approximately $42,150 to develop a cancer-treatment drug from the Alaskan Yew tree. I was unable to find published lab research or findings from Biosphere, related to this drug.

-the Company then moved on to producing cancer treating (not validated) medication from Chaga mushrooms, which the company sells for $10.00 for a 4 oz. bottle – I was unable to find any information or publication on Biosphere's independent research or conclusions regarding this venture

- Biosphere Labs Inc. is now moving to develop a Rooming House

-how would the residents of Ward 2 obtain or verify information regarding the Developer and the plans for 1020 Queen

CONCLUSIONS

-we respectfully ask Council to deny Application A- 8-26-Z as presently proposed

-the available information does not support approval

-this is not an issue about whether Rooming Houses should exist

-it is whether an 18 unit permit should be granted for 1020 Queen St. E.

-the applicant has not clearly and transparently demonstrated that an 18 unit Rooming House is the most appropriate use for this property

-there are many unanswered questions:

Proposed Scale has not been clarified or justified

Degree of intensification and adequacy is questionable

Fire, Health and Life Safety requirements

Property Management structure

Parking and site impact

Oversight by the Developer and the Municipality

Long-term consequences

The Rooms at 1020 Queen will be someone's home

The Houses surrounding this building are also someone's home

GOOD PLANNING IS OBLIGATED TO PROTECT BOTH

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: 1020 Queen Street East - Rezoning Application A-8-26-Z

From: MIKE < **Sent:** Monday, September 14, 2026 7:15 PM
Cc: Luke Dufour <l.dufour@cityssm.on.ca>; Lisa Vezeau-Allen <l.vezeauallen@cityssm.on.ca>; Rachel Tyczinski <r.tyczinski@cityssm.on.ca>
Subject: Re: 1020 Queen Street East - Rezoning Application A-8-26-Z

Good evening,

I also attended this gathering. Nothing was organized from a residential response as many of the Ward Two citizens were unprepared for what we saw, and from what we could barely hear. Please allow Ward Two time to prepare a strong rebuttal and push this decision to the November Council meeting please.

Mike Doan

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: 1020 Queen Street East - Rezoning Application A-8-26-Z

Hello

I am emailing you with regards to the proposed rezoning of the property located at 1020 Queen Street East

I attended the neighbourhood meeting on Sept 9, 2026.

The meeting was well attended but unfortunately nothing really got accomplished as it was very unorganized with no agenda or nobody to direct anyone who wished to speak to the owner of the property!

In my opinion there needs to be more discussion with regards to this property.

It is unclear to many of us in the neighbourhood as to how Mr. Cepecawer plans to renovate this building to bring it up to acceptable standards to rent.

We ask that this rezoning decision be deferred until a later date so that due diligence can be done

Thank you

Mary Jane and James Horbatuk

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Opposition to rezoning application A-8-26-Z - 1020 Queen Street East

From: Mal Kent **Sent:** Sunday, September 13, 2026 9:01 AM
To: Nicholas Cicchini <n.cicchini@cityssm.on.ca>
Cc: Mayor Shoemaker <mayor.shoemaker@cityssm.on.ca>; Luke Dufour <l.dufour@cityssm.on.ca>; Lisa Vezeau-Allen <l.vezeauallen@cityssm.on.ca>; Peter Tonazzo <p.tonazzo@cityssm.on.ca>; Rachel Tyczinski <r.tyczinski@cityssm.on.ca>
Subject: Re: Opposition to rezoning application A-8-26-Z - 1020 Queen Street East

Good morning,
Thank you to everyone for your responses. Please include my correspondences as part of the public record to be provided to City Council with the September 21, 2026 Planning Report with personal information except my name redacted.

And yes, you are correct: we cannot assume that future occupants would "contribute to criminal activity or other undesirable behaviour." We also need to be realistic about the bigger picture of what is already happening in the downtown area and surrounding neighbourhoods. Residents are increasingly reporting visible substance use, open drug use, thefts, and related public-safety issues in and around the downtown core. For example, yesterday morning (Saturday) at approximately 8:30 a.m., while walking my dog, I observed an unfamiliar individual in a neighbour's yard. I called the neighbour to warn her before she let her 3-year-old child play outside. While there was no drug paraphernalia present, there were other messes left behind that required cleanup. Incidents like this are becoming more common, and with failures across multiple sectors, many citizens feel they simply have to "deal with it." The negative impact on neighbourhoods is cumulative

At the same time, the city is actively working to revitalize the waterfront and Hub Trail corridor, with the former derelict General Hospital finally being demolished after approx. 15 years of vacancy to make way for new residential and mixed-use development. In that context, land-use decisions should support and not undermine this broader transformation.

Approving a standalone rooming-house conversion at 1020 Queen Street East risks working against the broader revitalization vision for this area. With the old hospital site being cleared for new residential and commercial development along the waterfront and Hub Trail, the surrounding blocks (including 1020 Queen Street East) should be planned to support a cohesive, attractive, and sustainable neighbourhood. A piecemeal conversion to a high-occupancy rooming house does not align with this momentum and could undermine efforts to attract investment, new homeowners, and mixed-income families to this emerging hub.

Approving this application could set a precedent for similar conversions on nearby properties. A cluster of rooming houses in this block would shift the overall neighbourhood character away from the balanced, diverse, and stable residential community envisioned in the Official Plan and the City's waterfront redevelopment strategy.

Thank you again for considering these comments.

Thank you,
Mallory Kent

On Fri, Sep 11, 2026 at 11:08 AM Nicholas Cicchini <n.cicchini@cityssm.on.ca> wrote:

> Hello Mallory,
>
> Luke has forwarded me your email. Thank you for your correspondence regarding Planning Act Application A-8-26-Z for 1020 Queen Street East. I appreciate you taking the time to provide your concerns regarding the proposed Rooming House.
>
> As discussed at the Neighbourhood Meeting, the applicant has identified mature post-secondary students as the intended target market. However, Planning Staff cannot regulate who may ultimately occupy the property, and the applicant's stated target market does not form part of the requested zoning permission. Similarly, the applicant's marketing or business strategy and the anticipated demand from a particular tenant group are not determinative land-use planning considerations.
>
> Planning Staff also acknowledge the neighbourhood safety concerns outlined in your email. While these concerns are recognized, the land-use evaluation cannot assume that future occupants of the proposed Rooming House would contribute to criminal activity or other undesirable behaviour. The application is evaluated based on applicable land-use planning considerations, including density, compatibility, parking, site function and neighbourhood context.
>
> If you would like your correspondence included as part of the public record and provided to City Council with the September 21, 2026, Planning Report, please let me know. All personal information, excluding your name, would be redacted.
>
> Thank you again for taking the time to provide your comments.
>
> Kind Regards,
>
> **Nicholas Cicchini, MURP**
>
> Planner
> Planning and Enterprise Services
> n.cicchini@cityssm.on.ca

705-759-5375

CITY OF SAULT STE. MARIE

99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca

From: Mal Kent

Sent: September 10, 2026 4:34 PM
To: Lisa Vezeau-Allen <l.vezeauallen@cityssm.on.ca>; Luke Dufour <l.dufour@cityssm.on.ca>
Cc: Rachel Tyczinski <r.tyczinski@cityssm.on.ca>
Subject: Opposition to rezoning application A-8-26-Z - 1020 Queen Street East

RE: Formal Opposition to Rezoning Application A-8-26-Z (1020 Queen Street East)

I am writing to formally state my strong opposition to the proposed rezoning application (A-8-26-Z) for 1020 Queen Street East.

While I was unable to attend last night's meeting, I spoke with my parents who were able to attend. During the meeting, the property owner maintained that the intended development is student housing. However, no concrete plan or strategy was presented to guarantee that outcome. Simply stating an intention to contact Algoma University and Sault College does not constitute a viable plan, nor does it provide any mechanism to ensure the facility remains dedicated exclusively to student housing.

I am a long-term resident of this neighbourhood..... While I would not call this neighbourhood "unsafe, over this time, I have witnessed a noticeable and concerning decline in local neighborhood safety. Over the past six years, our vehicle and backyard have been broken into multiple times, most recently just last week, despite our vehicle being locked. We were also forced to replace our storage shed with a high-security shed to deter constant break-in attempts. In broad daylight, my husband had a knife pulled on him in our own driveway by an individual out on bail for armed assault.

Without enforceable conditions or an established institutional partnership, there is no realistic guarantee this property will function as student housing. Introducing an unmanaged multi-unit rooming house into an area already facing escalating safety concerns will further undermine the stability and security of the neighborhood.

I strongly urge Council to reject this application.

Thank you for your time, consideration, and service to our community.

Sincerely,

Mallory Kent

Individuals who submit written correspondence or information to the City should be aware that any personal information contained in their communications may become part of the public record and made available to the public through the Council Agenda process or that of a committee of Council or a local board.

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Rezoning of 1020 Queen Street - Rezoning Application A-8-26-Z

From: glenna labelle
Sent: Tuesday, September 15, 2026 1:47 PM
ToSubject: Fwd: Rezoning of 1020 Queen Street - Rezoning Application A-8-26-Z

Queen Street - Rezoning Application A-8-26-Z

To Whom It May Concern;

I am emailing you with regards to the proposed rezoning of the property located at 1020 Queen Street East

There are many neighbourhood concerns related to this rezoning that need to be discussed and resolved before a decision can be made to grant this rezoning.
We will be attending the meeting on September 21st at City Hall, but ask that the decision to rezone be delayed until proper due diligence can be completed.

Regards,

Glenna and Gilles Labelle

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Fw: 1020 Queen Street East - Rezoning Application A-8-26-Z

From: Susan Woods **Sent:** Tuesday, September 15, 2026 12:25 PM
To:
Subject: Fwd: Fw: 1020 Queen Street East - Rezoning Application A-8-26-Z

Hello

I am emailing you with regards to the proposed rezoning of the property located at 1020 Queen Street East

I attended the neighbourhood meeting on Sept 9, 2026.

The meeting was well attended but unfortunately nothing really got accomplished as it was very unorganized with no agenda or nobody to direct anyone who wished to speak to the owner of the property!

In my opinion there needs to be more discussion with regards to this property.

It is unclear to many of us in the neighbourhood as to how Mr. Cepecawer plans to renovate this building to bring it up to acceptable standards to rent.

We ask that this rezoning decision be deferred until a later date so that due diligence can be done to ensure the safety and integrity of the neighbourhood.

While your definition of what constitutes a neighborhood is surprisingly/ shockingly limited, please be assured that a rezoning such as proposed affects a much larger neighborhood.

Thank you
Susan Woods

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Zoning Application A-8-26-Z for 1020 Queen Street East

From: andrea reibmayr
Sent: Thursday, September 17, 2026 2:59 PM
To: Lisa Vezeau-Allen <l.vezeauallen@cityssm.on.ca>; City Clerk <cityclerk@cityssm.on.ca>; Luke Dufour <l.dufour@cityssm.on.ca>; n.cicchini@city.ssm.on.ca
Subject: Zoning Application A-8-26-Z for 1020 Queen Street East

Dear Members of Council/Planning Division,

Re: Zoning Application A-8-26-Z — 1020 Queen Street East

We respectfully request that City Council NOT approve the proposed site-specific rezoning of 1020 Queen Street East to permit an 18-bedroom rooming house.

The property is currently zoned R2 – Gentle Density Residential and contains a former 12-bedroom group residence. The application proposes converting the building into an 18-bedroom rooming house.

We believe that increasing the residential intensity of this property to an 18-bedroom rooming house warrants serious consideration of its compatibility with the surrounding neighbourhood and the potential long-term effects of the proposed zoning.

Our concerns include:

- The substantial increase in residential intensity represented by 18 individual bedrooms;
- The adequacy of on-site parking for residents, visitors and service vehicles;
- Increased traffic and its effect on neighbouring residential properties;
- Adequate provisions for garbage and recycling, snow storage, outdoor amenity space and property maintenance;
- The maximum number of occupants that would legally be permitted on the property;
- The management and supervision of a large rooming house and the availability of a responsible local contact for neighbouring residents;
- Whether the proposed use is compatible with the character and existing residential uses of the surrounding area; and
- The long-term implications of granting a site-specific rooming-house use that may remain with the property regardless of future ownership or management.

We also ask Council to consider whether Sault Ste. Marie should establish a municipal licensing and inspection system for rooming houses, similar to systems adopted by other Ontario municipalities, before permitting additional large rooming-house developments.

Such a system could establish appropriate standards for maximum occupancy, fire and building safety, property management, waste management, parking, inspections and ongoing compliance.

For these reasons, we respectfully request that Sault Ste. Marie City Council refuse Zoning Application A-8-26-Z for 1020 Queen Street East in its present form.

Sincerely,

Dr. Graham Elder and Andrea Reibmayr

Kelsey Janveau

From: City Clerk
Subject: FW: Application A-8-26-Z — Opposition to Rezoning 1020 Queen Street East to Permit an 18-Bedroom Rooming House

Mayor Matthew Shoemaker
Members of City Council
Planning Division
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Dear Mayor Shoemaker, Members of Council, and Planning Staff:

I am writing as a long-term resident of Queen Street East, approximately one block from 1020 Queen Street East, to **formally oppose Application A-8-26-Z.** The application seeks a special-exception rezoning of the property from R2 (Gentle Density Residential) to R2 with a special exception to permit a rooming house of 18 bedrooms, with double occupancy contemplated, nine shared bathrooms, and two shared kitchens.

I do not oppose housing in principle. **I oppose this particular use, at this intensity, in this location. The request is not a modest adjustment to an existing family street. It would introduce a high-occupancy, transient form of lodging into a low-density residential block that is already under strain.**

1. **The proposal is incompatible with the purpose of the R2 zone and with the character of this street**.The City's R2 zone is described as being designed for the majority of Sault Ste. Marie's single-detached neighbourhoods, with regulations aimed at low-impact, modest, and incremental housing. An 18-bedroom rooming house, potentially occupied by as many as 36 people sharing two kitchens and nine bathrooms, is not modest or incremental. It is a lodging-house operation at a scale closer to a small institution than to a dwelling. Queen Street East in this section is a settled residential street of family homes, professional offices, and long-term residents. It is part of an older, riverfront neighbourhood that has historically included hospital lands, heritage housing, an aging population, and a gradual return of young professionals. The existing pattern is houses, yards, and households. A rooming house of this size changes that pattern: more coming and going at all hours, more on-street activity, more shared-facility conflict, and far less stability than a family home or even the former supervised group residence.**The building previously operated as a Community Living Algoma group home. That use, while institutional in form, was a staffed residence with a defined mandate. A rooming house is a different land use. Tenants come and go. There is no requirement for on-site supervision, programming, or a particular tenant profile. Treating this as a simple continuation of the former use is not accurate.**

2. **Zoning cannot be based on a promised tenant type.**The applicant has stated publicly that the building would be rented to mature or graduate students and described as an "upscale" rental. That statement, even if made in good faith, is not a condition of zoning. A special exception to permit a rooming house runs with the land. If Council approves the rezoning, any future owner or operator may rent the rooms to any lawful occupant. There is no enforceable limit that the building will remain student housing, remain "upscale," remain single occupancy, or remain under the present

applicant. Council must therefore assess the worst reasonably foreseeable operation of an 18-room rooming house in this location, not the most attractive description offered today.

3. **The intensity of use is too high for the block**. Eighteen bedrooms with double occupancy means a possible population of 36 residents, plus visitors, in a building with only two shared kitchens and nine shared bathrooms. That is a very high number of people for a residential lot on this stretch of Queen Street East.The practical effects on immediate neighbours include:

- frequent pedestrian and vehicle movement late at night and early in the morning;
- pressure on parking, including overflow onto Queen Street and nearby side streets;
- noise from shared kitchens, outdoor gathering, smoking areas, and turnover of tenants;
- waste, recycling, and snow-storage demands well beyond those of a family dwelling;
- greater use of the public sidewalk and the bus stop in front of nearby homes;
- reduced privacy for adjoining yards and porches.

This section of Queen Street already has a bus stop and a level of street activity that long-time residents, many of them older, find difficult. Adding a high-turnover lodging house will concentrate that activity at one address rather than spreading housing through the neighbourhood in a form consistent with R2.4. Neighbourhood safety and livability are already fragile. Residents of this block, including older homeowners, already limit walking at dawn and dusk because of approaching strangers, loitering, and unpredictable street behaviour. There is a bus stop immediately in front of nearby homes, which draws people onto private stairs and porches. Neighbours have experienced harassment, property approaches, and, in the wider area, serious residential break-ins.

My husband and I are seniors. We are not unique on this street. This is an aging, family-oriented neighbourhood. Council should give real weight to whether an 18-bedroom rooming house, without on-site supervision and without any lasting restriction on who may occupy it, is a compatible neighbour for elderly residents who already do not feel safe on their own sidewalks.This is not an argument against people who need housing. It's an argument that the City should not intensify an unsupervised, high-occupancy lodging use in a location where the existing residential fabric is already under pressure.

5. **Property values, investment, and precedent.** Homeowners on this street have invested in their properties on the understanding that the area would remain a family residential neighbourhood. A special-exception rooming house of this size is a signal to buyers, insurers, and other operators. Once one 18-bedroom rooming house is approved in R2 on Queen Street East, it becomes harder to refuse the next application. Other owners of large or underused buildings will have a clear precedent.

The concern is not theoretical. The City has already dealt with rooming-house applications and with at least one unauthorized conversion elsewhere in the community. Approving a large rooming house here, in a stable residential block rather than in a commercial or purpose-planned location, will make further conversions more likely. Even a well-run operation can reduce the attractiveness of the street to families and to the young professionals who have been slowly returning to this heritage area. A poorly run operation would do much more damage. Zoning should not leave that risk to chance.

6. **Conditions, if Council is nonetheless inclined to consider the application, would still not solve the core problem.** If the application proceeds at all, the following would be the minimum that neighbouring residents would expect to see discussed. I list them only to be complete. **These conditions do not make the rezoning acceptable:**

- a hard cap on the number of occupants, not merely bedrooms;

- a prohibition on double occupancy unless every room meets a specified minimum size and the total occupant load is capped well below 36;
- a requirement that the use remain a rooming house only under site-plan control, with defined indoor amenity space, waste storage, snow storage, lighting, and buffering;
- a parking standard based on occupant load, not on an optimistic assumption that tenants will not own cars;
- a property-management plan with a 24-hour local contact, tenant-behaviour standards, and a complaint protocol for neighbours;
- a statement, on title if possible, that the special exception does not authorize a group home, shelter, halfway house, or any other institutional use by stealth;
- a review of fire, building-code, and Ontario occupancy standards for an 18-room shared-facility building before any by-law is passed.

Even with those conditions, the land-use change itself remains the problem. Conditions can be hard to enforce. Ownership can change. Tenant mix can change. The neighbourhood cannot.

For these reasons we ask that **Council refuse Application A-8-26-Z** to Rezone 1020 Queen Street East to Permit an 18-Bedroom Rooming House

Sincerely,
Katherine Dunn and Edward Cvar

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: 1020 Queen Street East - Rezoning Application A-8-26-Z

Hello

I am emailing you with regards to the proposed rezoning of the property located at 1020 Queen Street East

I attended the neighbourhood meeting on Sept 9, 2026.

The meeting was well attended but unfortunately nothing really got accomplished as it was very unorganized with no agenda or nobody to direct anyone who wished to speak to the owner of the property!

In my opinion there needs to be more discussion with regards to this property.

It is unclear to many of us in the neighbourhood as to how Mr. Cepecawer plans to renovate this building to bring it up to acceptable standards to rent.

We ask that this rezoning decision be deferred until a later date so that due diligence can be done

Thank you

Mary Jane and James Horbatuk

Kelsey Janveau

From: City Clerk
Subject: FW: Objection to Rezoning Application 1020 Queen St East

Good morning,

This message is on behalf of myself and my husband Brett Johnston to formally express our complete objection to the proposed rezoning of 1020 Queen Street East to permit an 18-bedroom rooming house. We are homeowners on *xxx* Avenue and I operate my business out of *xxx* Queen Street East. We have signed the neighborhood petition and are writing to personally request that Council reject this application.

Our concerns relate to the building's condition, the proposed 18-bedroom capacity, and the absence of a rooming-house licensing framework.

The city council report confirms that the building has been vacant since 2019 and that a comprehensive Building Division review will not occur until a complete building permit application is submitted.

There have been reports of significant structural concerns involving the building's roof prior to its closure in 2019. Given these concerns and its prolonged vacancy, how can there be approval of an 18-bedroom rooming house without a comprehensive assessment of the building's structural integrity, fire safety, emergency exits, servicing capacity and maximum occupancy? The suitability for this substantial change has not been established and the report also indicates that only interior renovations are proposed by the owner.

The previous group residence contained 12 bedrooms and was approved to accommodate up to 16 occupants. The current proposal would increase the number of bedrooms to 18, without establishing why increasing to 18 bedrooms is an appropriate capacity for this property and without establishing a maximum number of occupants. Eighteen bedrooms does not necessarily mean 18 residents.

There is sufficient evidence lacking with the proposal to establish if the building can even safely accommodate the intended use.

The report also acknowledges significant neighborhood complaints but indicates that planning staff do not support implementing a rooming-house licensing system due to increasing administrative costs.

Other Ontario municipalities have established licensing frameworks to protect tenants and establish operator accountability. The city is considering additional rooming-house development while acknowledging existing complaints and declining to pursue a comparable regulatory framework.

Tenant safety, property maintenance and operator accountability should warrant further consideration.

With all being said, we respectfully object to the proposed rezoning.

Thank you for your time,

Molly & Brett Johnston

Kelsey Janveau

From: City Clerk
Subject: FW: Rezoning application A-8-26-Z 1020 Queen Street East

To Rachel Tyczinski
Luc Dufour, L.Vizeau-Allen

From Residents of Upton Rd., Faith and Clifford Rutledge

We, the residents of Upton Rd. for the past 43 years, OPPOSE the rezoning of our neighbourhood (Application A-8-26-Z). to accommodate a high density rooming house. In order to accommodate students or homeless folks, electronic keyed entry, security cameras and a 24 hour concierge on duty to monitor entry are necessary in order to keep occupants safe. (Rules and regulations must be put in place) But first and foremost, the place needs to be assessed by an architectural firm to determine whether the building is even sound enough to be worth renovating. It is my understanding that the roof needs to be completely replaced and that the foundation is badly cracked.The building itself has a musty odour. It seems illogical to rezone an area before these basic steps have been taken.One only needs to look to the city of Peterborough, a city very similar to Sault Ste Marie, to observe how the downtown core has degenerated. The reason for this degeneration is due to a lack of rules, regulations and licensing governing accommodations, gatherings, loitering and littering. Businesses have vacated the core area because their clientele have complained of harassment. Businesses have a lack of security. Don't let this happen to our town. These problems are occurring here and there are solutions. YOU are tasked by the residents of Sault Ste Marie to solve these very basic problems. Please follow our wishes and do your job.

Kelsey Janveau

From: City Clerk
Subject: FW: Application A-8-26-Z, 1020 Queen Street East: Please Refuse the Rezoning

Dear Mayor Shoemaker and Members of Council,

I'm writing as a resident of the neighbourhood around 1020 Queen Street East, and I'm asking you to refuse the application to rezone the property from R2 to R2.S so it can operate as a rooming house.

We chose this neighbourhood on purpose. We wanted our kids to be able to play outside and ride their bikes without us standing at the window worrying. That's not a small thing, and it's the reason a lot of families live where we do. When I read that the proposal would take a 12-bedroom group home and expand it to 18 bedrooms, with two shared kitchens and nine shared bathrooms, my first reaction was that this is simply too much building, too many people, and too much turnover for a neighborhood like ours.

I've read that the applicant intends to rent to graduate students, and I'm not questioning his sincerity. But a rezoning doesn't stay with the person who asks for it. It stays with the land. If this is approved, the property can operate as a rooming house under whoever owns it in five or ten years, renting to whoever they choose, and nobody on this street will have any say in that. Council is being asked to approve a use, not a promise.

I also don't want to pretend the research is all one way, but it deserves attention. A 2021 study in *Crime & Delinquency* by Krupa, Boggess, Chamberlain and Grubesic looked at police data and found that having a single room occupancy facility in a neighbourhood, or in a nearby one, was associated with higher local crime. The authors suggest these buildings can behave like other places that operate with little oversight and end up attracting trouble. What that tells me is that how a building like this is managed and watched matters enormously. Nothing in this application gives neighbours confidence about that, and once the zoning changes, it's very hard to put those protections in after the fact.

That worry isn't abstract for us. Residents living near the men's shelter and Community Resource Centre on Wellington Street East told the city for months that they no longer felt safe on their own sidewalks, and it took seven months of renewed calls before Council held a special meeting on by-law enforcement for that area. The Mayor acknowledged that staff generally act only when the public complains. Closer to this application, a 12-unit rooming house at 99 Melville Road was reported to have been set up without building permits or zoning approval. I'm not comparing these places to each other, and I'm not saying the people who would live at 1020 Queen are anything like that. My point is that families have already had to wait too long for the city to catch up on other properties, and I'd like Council to be confident it can do better here before the change is made rather than after.

So I'm asking Council to refuse the application. Thank you for taking the time to read this, and for the work you do for our city. I would appreciate being notified of Council's decision.

Tiffany Thompson
Ward 2

I am enclosing two documents from the City of Toronto regarding Multi Unit Housing.

Council may wish to defer Application A-8-26-Z to give the Planning Department time to develop regulations and bylaws similar to those used in Toronto.

This proactive step would give the developer, potential tenants, and local neighbours clear guidance and supporting materials for future development. Housing is a significant issue across the country, but it requires a sound framework. Without one, the City risks facing the same housing concerns observed on Queen, Albert, Church, Wellington, and elsewhere within the Sault.

This is an excellent opportunity for Council to show forward-thinking leadership, particularly in an election year when voters are seeking meaningful change in this area.

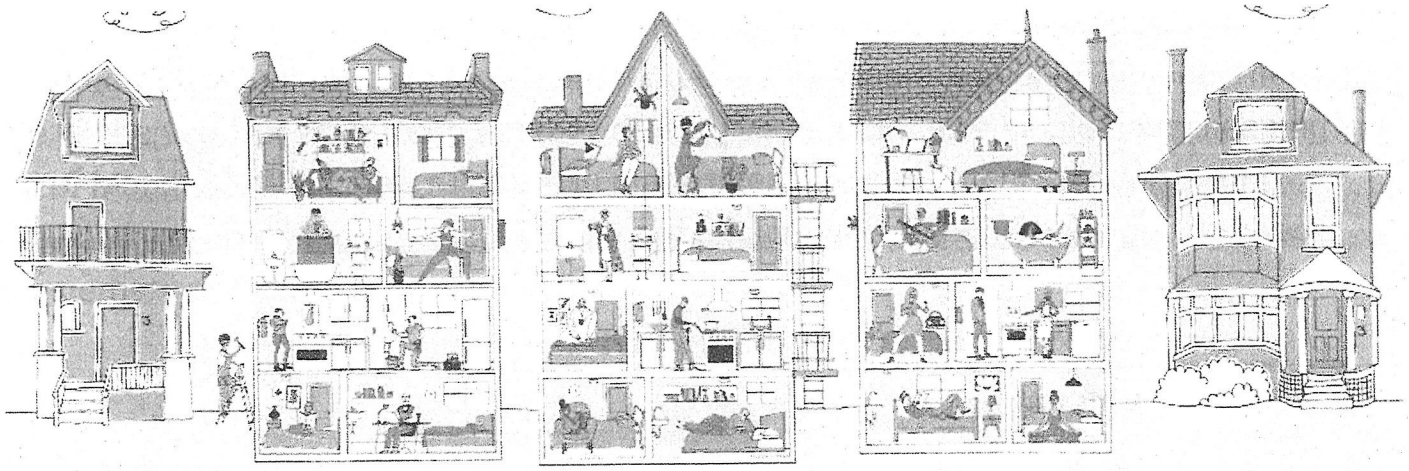
Ken + Sandra Wallenius

Toronto's rules for Multi-Tenant Houses (Rooming Houses)

The new regulatory framework for multi-tenant (rooming) houses in Toronto came into effect on March 31, 2024. This framework aims to ensure consistent standards and regulatory oversight to protect the safety of tenants and respond to neighborhood concerns. The City defines a multi-tenant house as a premises where four or more rooms are rented out to separate people, and tenants may share the kitchen and/or washroom but do not live together as a single housekeeping unit. Operators of multi-tenant houses are required to obtain licenses to operate these properties. The new regulations also include a renovation and repair program to provide funding and support to help preserve affordable multi-tenant houses and protect affordability for renters. The implementation of this framework is being done over a three-year period to gradually expand licensing and ensure supports are in place for operators and tenants. ⇔ www.toronto.ca

TORONTO

New Framework for Multi-Tenant (Rooming) Houses



The new regulatory framework for multi-tenant (rooming) houses came into effect as of March 31, 2024.

The City defines a multi-tenant house, commonly known as a rooming house, as a building where four or more rooms are rented out to separate people. Tenants may share the kitchen and/or washroom but they do not live together as a single housekeeping unit. As of March 31, 2024, new rules are in place to ensure consistent standards and regulatory oversight to protect the safety of tenants and respond to neighbourhood concerns.

Expand All | Collapse All

Why Multi-Tenant Houses Are Needed

As part of the HousingTO Action Plan (https://www.toronto.ca/community-people/community-partners/housing-partners/housingto-2020-2030-action-plan/), the City is working to ensure Toronto is a place where families and individuals can

live in safe, well-maintained and affordable housing with respect and dignity and where people have equal opportunities to succeed.

Having a diverse range of housing opportunities in all neighbourhoods in Toronto is critical to ensuring everyone has a safe place to call home. Multi-tenant houses provide homes to a diversity of Toronto residents in need including people earning low incomes and equity-deserving groups. Access to good quality, safe, affordable housing is an important social determinant of health and is the cornerstone of vibrant, inclusive neighbourhoods and complete communities.

Advantages of New Framework

The new regulatory framework aims to ensure multi-tenant houses in Toronto are safer and permit affordable housing options across the city. It supports complete communities by ensuring a range of housing opportunities for different incomes and needs.

Advantages of the new framework include:

- Permitting multi-tenant houses across the city with consistent standards such as maximum number of rooms and parking requirements.
- Enhancing licensing requirements for multi-tenant house operators that promote health and safety for tenants.
- Introducing standards for multi-tenant houses, including personal care multi-tenant houses.
- Putting in place an effective enforcement and compliance program, including a dedicated enforcement team, annual inspections, increased fines, a Multi-Tenant House Licensing Tribunal and other enforcement tools.
- Adding a renovation and repair program to provide funding and support to help preserve affordable multi-tenant houses and protect affordability for renters.
- Rolling out comprehensive communications and engagement strategies, including educating owners, operators, tenants and communities about the new regulations and the resources available.

Phases of Implementation

The framework is being implemented over a three-year period to gradually expand licensing and ensure supports are in place for operators and tenants. Preserving tenancies and preventing evictions is central to the City's approach to implementation.

2024 – 2025

Licensing & Enforcement

All operators of multi-tenant houses are required to obtain a licence and an online licence application system was launched. **Learn more about the licensing requirements for operators. (https://www.toronto.ca/community-people/housing-shelter/multi-tenant-rooming-houses/multi-tenant-house-owners-operators/)**

To protect tenants and preserve affordable housing, the City is focusing on bringing previously licensed operators into compliance as well as working with unlicensed operators. Staff are providing ongoing guidance to operators and provide sufficient time for them to come into compliance with the new framework.

New operators have been given 12 months to comply with the new framework and are being supported in their efforts to gain compliance unless there are health and safety risks identified by staff.

Housing Affordability & Tenant Support

The City has developed a new Multi-Tenant Houses Renovation and Repair Program to preserve affordable multi-tenant houses and protect affordability for renters. The program provides grant funding and/or financial incentives (such as planning application and building permit fee waivers) to eligible property owners to address a broad range of costs directly related to improving safety and building conditions for tenants and bringing properties into compliance with the Zoning Bylaw, Ontario Building Code and Ontario Fire Code. Learn more about the **Multi-Tenant Houses Renovation and Repair Program. (https://www.toronto.ca/community-people/housing-shelter/multi-tenant-rooming-houses/multi-tenant-house-owners-operators/multi-tenant-house-renovation-repair-program/)**

The City also has supports in place for tenants should they face evictions from a multi-tenant house or any other rental property. **Learn more about the supports and resources available for tenants (https://www.toronto.ca/community-people/housing-shelter/multi-tenant-rooming-houses/tenants-of-multi-tenant-houses/)**.

Multi-Tenant House Licensing Tribunal

A new Multi-Tenant House Licensing Tribunal with city-wide jurisdiction replaced the current Rooming House Commissioner in former Toronto. The Tribunal is an independent quasi-judicial body with the authority to hear appeals of licensing decisions and referrals from City staff. **Learn more about the new Multi-Tenant House Licensing Tribunal (https://www.toronto.ca/city-government/accountability-operations-customer-service/city-administration/city-managers-office/agencies-corporations/adjudicative-boards/multi-tenant-house-licensing-tribunal/)**.

Communications & Public Education

The City has been running annual campaigns to educate tenants, multi-tenant house operators and owners and the general public about the new regulations. The campaign informs tenants about their rights, tenant safety and the resources and programs available to support tenants who may face evictions. Operators are being provided information on how to achieve compliance, information on their obligations to tenants and the supports that will be in place to help them continue to operate multi-tenant houses. The campaign is also creating awareness among Toronto residents on how the new regulations will help expand affordable housing options in the City, with enhanced maintenance requirements that help protect the safety of tenants and respond to neighbourhood concerns.

2025 – 2026

The City will continue transitioning existing licensed operators to the new framework and identifying unlicensed multi-tenant houses to be licensed.

Staff will also focus on outreach to new operators to apply for licences and on monitoring the impacts on housing affordability and tenants. Learn more about the **staff report that outlines the complete framework**

(https://secure.toronto.ca/council/agenda-item.do?item=2021.PH25.10) and the Council decision (https://secure.toronto.ca/council/agenda-item.do?item=2023.CC2.1).

Stay Informed

Subscribe to stay informed on the new framework for multi-tenant houses. Please type (do not copy and paste) your email address:

Email: Subscribe

You may unsubscribe (https://www.toronto.ca/home/social-media/e-updates/unsubscribe/) at any time.

The personal information on this form is collected under the authority of the City of Toronto Act, 2006. The information is used to allow the City to send you an email to confirm your wish to subscribe to a City of Toronto e-notice. Questions about this collection may be directed to the ListServ Administrator, Strategic Communications Division, City of Toronto, Toronto City Hall, 7th floor, West Tower, Toronto M5H 2N2. Email: MTHreview@toronto.ca (mailto:MTHreview@TORONTO.CA). By subscribing to one of the City of Toronto's e-updates you are providing express consent, as defined by the Canadian Anti-Spam Legislation (CASL), to receive email updates from the City of Toronto.

Contact Information

For questions about operator licensing, contact the Multi-Tenant House Team
Email: MultiTenantHousing@toronto.ca (mailto:MultiTenantHousing@toronto.ca)

To submit a service request (complaint), contact 311
Outside city limits: 416-392-CITY (2489)

TTY: Use 711 (https://www.toronto.ca/city-government/accessibility-human-rights/accessibility-at-the-city-of-toronto/711-relay-service/)
Telephone: 311
Email: 311@toronto.ca (mailto:311@toronto.ca)

Related Information

Multi-Tenant House Licensing Tribunal (https://secure.toronto.ca/pa/decisionBody/1022.do)

October 2021 Staff Report: A New Regulatory Framework for Multi-tenant Houses (https://secure.toronto.ca/council/agenda-item.do?item=2021.PH25.10)

December 2022 Council Decision: 2023 Housing Action Plan (https://secure.toronto.ca/council/agenda-item.do?item=2023.CC2.1)

Multi-Tenant House Owners & Operators (https://www.toronto.ca/community-people/housing-shelter/rental-housing-rights-information/multi-tenant-rooming-houses/multi-tenant-house-owners-operators/)

Renters of Multi-Tenant Houses (https://www.toronto.ca/community-people/housing-shelter/rental-housing-rights-information/multi-tenant-rooming-houses/tenants-of-multi-tenant-houses/)

Related Information

Multi-Tenant House Licensing Tribunal (https://www.toronto.ca/city-government/accountability-operations-customer-service/city-administration/city-managers-office/agencies-corporations/adjudicative-boards/multi-tenant-house-licensing-tribunal/)

Multi-Tenant Houses Bylaw (https://www.toronto.ca/legdocs/municode/toronto-code-575.pdf)

Zoning Bylaws (https://www.toronto.ca/city-government/planning-development/zoning-by-law-preliminary-zoning-reviews/zoning-by-law-569-2013-2/)

Ontario Building Code Compliance for Multi-Tenant (Rooming) Houses (https://www.toronto.ca/services-payments/building-construction/building-permit/before-you-apply-for-a-building-permit/building-permit-application-guides/guides-for-other-buildings/ontario-building-code-compliance-for-multi-tenant-rooming-houses/)

View Investigation Requests & Violations (https://www.toronto.ca/city-government/public-notices-bylaws/bylaw-enforcement/investigation-requests-violations/)

Open Data: Multi-Tenant (Rooming) House Licences (https://open.toronto.ca/dataset/multi-tenant-house-licences/)

Rental Standards Services 2025 Year in Review (https://www.toronto.ca/wp-content/uploads/2026/06/98ee-Rental-Standards-Services-Year-in-Review-2025-r.pdf)

Multi-Tenant Houses 2025 Infographic (https://www.toronto.ca/wp-content/uploads/2026/06/9894-MTH-infographic-2025.pdf)

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Multi-Tenant House Owners & Operators

Submit or Renew your Multi-Tenant Houses Licence through the Application portal.

Access Portal (https://www.toronto.ca/community-people/housing-shelter/multi-tenant-rooming-houses/multi-tenant-house-owners-operators/portal/)

As of March 31, 2024, all multi-tenant (rooming) house operators require a licence. Multi-tenant houses are permitted across all of Toronto and the Multi-Tenant Houses Licensing Bylaw has consistent standards and regulatory oversight to protect the safety of tenants and respond to neighbourhood concerns. City staff are providing ongoing guidance to operators for them to come into compliance with the new rules. The City is not closing existing multi-tenant houses unless an immediate health and safety risk is identified.

Expand All | Collapse All

Changes for Current Licence Holders as of February 15, 2026

What is a Multi-Tenant House?

Requirements for Operating Multi-Tenant Houses

Download the **Multi-Tenant (Rooming) Houses: Operator's Guide (https://www.toronto.ca/wp-content/uploads/2020/11/8ff5-Multi-Tenant-Room Houses-Owner-Guide.pdf)** for information on operating requirements, property standards and occupancy standards.

Multi-tenant houses must be operated according to the **Multi-Tenant Houses Bylaw (https://www.toronto.ca/legdocs/municode/toronto-code-575.pdf)**. Operators must comply with enhanced licensing requirements that promote health and safety and new standards for personal care multi-tenant houses. Under these rules, all operators need a licence and are required to develop property maintenance plans, including processes for tenant service requests, pest management and waste management and collection, to help improve property maintenance standards and ensure that tenant requests are addressed in a timely fashion. Operators also need to comply with the **Ontario Building Code (https://www.ontario.ca/laws/statute/92b23)**, **Ontario Fire Code (https://www.ontario.ca/laws/regulation/070213)** and **Ontario Electrical Safety Code (https://www.ontario.ca/laws/regulation/r21777)** and continue to meet their obligations to tenants under the Residential Tenancies Act.

You must:

- Designate an emergency contact who will be contacted in emergencies or with any inquiries about the operation of the multi-tenant house.
- Post information for tenants at the entrance of the multi-tenant house, including (but not limited to):
    - The multi-tenant house licence
    - The name and contact details of the owner
    - The fire safety plan (if required) and
    - Details of any conditions on which the licence was granted.
- Allow inspections to ensure compliance with applicable bylaws and legislation.
- Allow the City to provide notices to tenants.
- Maintain the multi-tenant house in accordance with all applicable bylaws and legislation.
- Notify the City of any change in ownership or any change in the contact information of the owner.

In addition to requirements established by the City, operators are reminded they must continue to comply with all their obligations as outlined in the Residential Tenancies Act. Find more information about **landlord & operator responsibilities (https://www.toronto.ca/community-people/housing-shelter/rental-housing-rights-information/multi-tenant-rooming-houses/landlord-operator-responsibilities/)**.

Penalties and offences

If you do not comply with the bylaw, you are guilty of an offence and, on conviction, may be fined up to a maximum of $100,000. Violations of other bylaws or legislation may also result in different offences and penalties.

Application Requirements for Operators

Applying for an Operator Licence

Templates & Reports

Templates

Find templates and resources to help with operator and application requirements.

- Floor Plan Example (https://www.toronto.ca/wp-content/uploads/2024/03/977c-Multi-Tenant-Housing-Floor-Plan-Example.pdf)
- Property Plan Example (https://www.toronto.ca/wp-content/uploads/2024/06/96d0-multi-tenant-housing-property-plan-example.pdf)
- Indoor and Outdoor Property Management Plan (https://www.toronto.ca/wp-content/uploads/2024/04/8fb5-Indoor-and-Outdoor-Property-Management-Plan.docx)
- Pest Management Plan (https://www.toronto.ca/wp-content/uploads/2024/03/972d-Multi-Tenant-Housing-Pest-Management-Plan.pdf)
    - Example of a Pest Management Plan (https://www.toronto.ca/wp-content/uploads/2024/08/95cd-Multi-Tenant-Housing-Pest-Management-Plan-example.pdf)
- Waste Management Plan (https://www.toronto.ca/wp-content/uploads/2024/03/96f1-Multi-Tenant-Housing-Waste-Management-Plan.pdf)
    - Example of a Waste Management Plan (https://www.toronto.ca/wp-content/uploads/2024/08/95d6-Multi-Tenant-Housing-Waste-Management-Plan-example.pdf)

- Cleaning Log (https://www.toronto.ca/wp-content/uploads/2024/03/8fd1-Multi-Tenant-Housing-Cleaning-Log.pdf)
- Emergency Contact Information (https://www.toronto.ca/wp-content/uploads/2024/03/8f90-Multi-Tenant-Housing-Emergency-Contact-Information.pdf)
- Ending Operations Template (https://www.toronto.ca/wp-content/uploads/2024/03/9783-Multi-Tenant-Housing-Ending-Operations-Templatev2.pdf)
- Personal Care Notice of Collection (https://www.toronto.ca/wp-content/uploads/2024/03/8f4e-Multi-Tenant-Housing-Personal-Care-Notice-of-Collection.pdf)
- Personal Care Record of Incident (https://www.toronto.ca/wp-content/uploads/2024/03/8f79-Personal-Care-Multi-Tenant-House-Record-of-Incident.pdf)
- Personal Care Tenant File (https://www.toronto.ca/wp-content/uploads/2024/03/9725-Personal-Care-Multi-Tenant-House-Tenant-File.pdf)
- Tenant Notice Board Example (https://www.toronto.ca/wp-content/uploads/2024/03/8f7a-Multi-Tenant-Housing-Tenant-Notice-Board-Example.pdf)
- Tenant Service Request (https://www.toronto.ca/wp-content/uploads/2024/03/8046-Multi-Tenant-Housing-Tenant-Service-Request.pdf)

Reports

- Rental Standards Services 2025 Year in Review (https://www.toronto.ca/wp-content/uploads/2026/06/98ee-Rental-Standards-Services-Year-in-Review-2025-r.pdf)
- Multi-Tenant Houses 2025 Snapshot (https://www.toronto.ca/wp-content/uploads/2026/06/9894-MTH-infographic-2025.pdf)

To the Council Members of the City of Sault Ste. Marie:

This letter presents some concerns held by neighbours of the property at 1020 Queen Street East, Sault Ste. Marie, ON

The residential properties surrounding this address are part of a very unique area of our city. It is an area recognized and appreciated by many citizens of Sault Ste. Marie. Many of these homes have interesting stories that reflect the history of earlier times in our city. It is an area that is well cared for, where owners take pride in maintaining their homes. These character homes will never be built again.

In this regard, our neighbourhood is not only unique but irreplaceable. We are concerned that this requested re-zoning would negatively impact the special character of our neighbourhood.

The definition of 'Rooming House' does not require a live-in superintendent. The request for 18 rooms is concerning enough. But these 18 renters could realistically become 36 people. Adults do have partners. That could be the population for a small street. Neither the neighbours nor the renters themselves have timely access to help in possible difficult situations.

With respect to practical issues, there are concerns regarding snow and garbage storage and removal. Certainly, it will not be 'residential' vehicles that provide this service. We are not talking pick-up trucks and snowblowers. It will be commercial vehicles and those dealing with snow could be at all hours of the day and night. The access from Queen St. is very tight even in the warmer months.

For the 6+ months of snow and snowbanks, the driveway becomes very difficult. The request for 18 parking spaces, 18 cars, would realistically require that the vast amount of snow be trucked off the property. Where do the cars go if the snow is removed during the night? There is no parking in the area overnight in the winter months, hardly any during the day, as the snowbanks grow higher and wider each year with climate change. In past years, the empty building even struggled with snow removal, and the trucks clearing at night were required to use the back-up beeping noise at any hour of the night.

Considering these issues, it seems difficult to align this request with the directions of the Zoning By-Law 2005 - 150 Single Detached Residential Zone (R2), where it states the: Zone regulations are aimed at providing for and regulating single detached dwelling units with special regard for maintaining the present character of the existing neighbourhood.

Thank you for your attention, Concerned

Neighbours

Cheri & Sauli Ahvenniemi

The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

September 21, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHORS:	Peter Tonazzo, Director of Planning and Nicholas Cicchini, Planner
DEPARTMENT:	Community Development and Enterprise Services
RE:	Data Centres – Zoning Framework

Purpose

The purpose of this report is to provide Council with an overview of Data Centres and introduce a preliminary planning framework to regulate Data Centres, as well as an Interim Control By-law to place a moratorium on the development any new data centre over 50 Megawatts, until such time as a municipal framework is approved by Council.

Background

On August 31, 2026, Council passed the following resolutions:

1. *"Be it Resolved that staff be directed to develop a municipal framework for data centre development in Sault Ste Marie, a draft of which should be presented to Council at the September 21, 2026 Council meeting for initiation of public consultations following said meeting."*

2. *"Whereas the City of Sault Ste. Marie has not yet established a comprehensive land use policy framework to evaluate the impacts of large-scale data centre developments; and*

   Whereas large-scale data centres present significant considerations related to energy consumption, infrastructure capacity, water use, noise, and compatibility with surrounding land uses; and

   Whereas section 38 of the Planning Act authorizes a municipality to enact an Interim Control Bylaw to prohibit or regulate the use of land, buildings, or structures while a study is undertaken;

   Now Therefore Be It Resolved that Council direct staff to prepare an Interim Control By-law to be brought forward at the September 21, 2026 Council

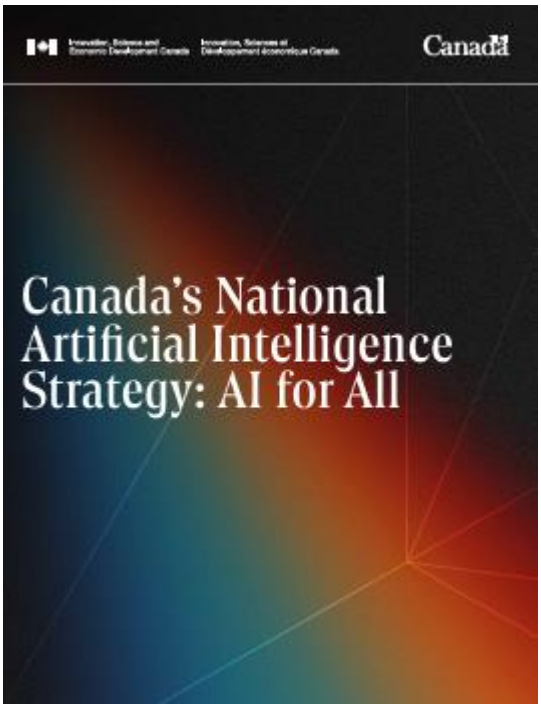
> *meeting, imposing a moratorium on the submission, acceptance, and approval of applications for data centre uses over 50 megawatts within the City of Sault Ste. Marie pending approval of a municipal framework for data centres."*

Analysis

As demand for digital services continues to grow, so do the infrastructure requirements to support such demand. Currently, North America is experiencing a significant surge in data centre development.

Data centres are facilities that process, store, manage, transmit, and distribute digital information using computer servers and associated information technology infrastructure. They support a wide range of digital services, including cloud computing, artificial intelligence, telecommunications, cybersecurity, financial transactions, and data storage. Data centres can be privately operated by a single organization, developed as colocation facilities serving multiple clients, or function as large-scale cloud or hyperscale facilities that provide wide-ranging computing services to users across broad geographic areas.

A typical data centre contains computer servers, data storage systems, network infrastructure, and supporting equipment such as cooling systems, backup power systems, generators, transformers and security systems.



Data centres are not a new concept; earlier generations of computing infrastructure were commonly housed in on-site server rooms or enterprise computer facilities. What is new is the unprecedented scale of today's facilities—often purpose-built campuses containing tens of thousands of servers and requiring substantial electricity, land, and cooling infrastructure.

Federal and Provincial Initiatives Related to Artificial Intelligence (AI) and Data Centres

Canada's National Artificial Intelligence Strategy: AI for All[1] was launched on June 4, 2026. It is the federal government's overarching framework for ensuring that AI supports Canadians, businesses, public services, and economic growth while maintaining public trust, safety, privacy, democratic safeguards, and Canadian

[1] Canada's National Artificial Intelligence Strategy: AI for All

sovereignty. The strategy is organized around six pillars: protecting Canadians and democracy; empowering Canadians through skills and inclusion; accelerating AI adoption; building sovereign AI foundations; scaling Canadian AI companies; and developing trusted international partnerships.

Data centres are addressed principally through the strategy's "Canadian sovereign AI foundation" pillar. The federal government identifies domestic data centre capacity, cloud services, high-performance computing, and connectivity as essential infrastructure for AI research, commercial adoption, public-sector use, and data sovereignty. The strategy supports development of resilient, sustainable AI computer capacity under Canadian governance, while emphasizing clean electricity, efficient use of water and energy, and economic and community benefits from major infrastructure investments.

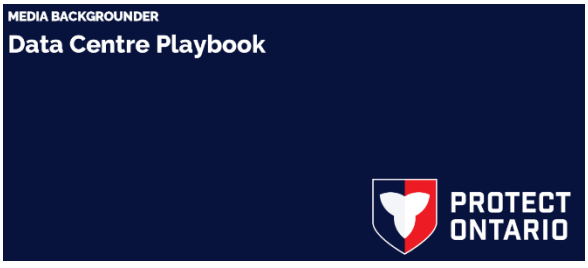
On September 3, 2026 the Federal Government launched Canada's Responsible Data Centre Development Principles[2], which are based upon the following 5 principles:

Data centres must:

1. Create lasting local benefits
2. Not shift electricity costs to Canadians
3. Minimize water use and environmental impacts
4. Be transparent about local impacts
5. Bring strategic value to Canada

The principals include signatories from Amazon Web Services, Anthropic, Meta, Microsoft, Open AI, Bell, and Telus, among others. Of special note, certain principles specifically speak to creating clear, lasting benefits for host communities and Indigenous rights holders, and that *'proponents must engage early and transparently with impacted local governments and Indigenous communities…'* Furthermore, the Principals also reference giving priority to '*sustainable, low-impact technologies and practices, including closed-loop or high efficiency water technologies, waste heat recovery and low emission energy sources.'*

Ontario's proposed Data Centre Playbook[3] was posted on the Environmental Registry of Ontario (ERO posting 026-0853), promising an "Economic and Strategic Assessment Framework for New data centres." It is not yet a final policy or regulation. The proposal would help Ontario assess whether new large data centre projects offer sufficient economic and strategic value before the Province approves



[2] Canada's Responsible Data Centre Development Principles
[3] 652439f5209093b5a8a7f0f12c795c1e.pdf

their connection or reconnection to the electricity grid. As of the drafting of this report, the consultation is open until September 12, 2026.

The Playbook offers the following three-pillar assessment framework:

1. Advancing economic development, including durable jobs, investment, municipal revenue, domestic supply chains, local suppliers, and productivity benefits;
2. Protecting data security and digital sovereignty, including Canadian control of sensitive data and critical digital infrastructure, cybersecurity, and a preference for Canadian-owned and operated facilities; and
3. Investing in communities and earning public trust, including local benefits, workforce development, engagement, manageable demands on municipal and utility capacity, and reduced environmental impacts such as lower water use through closed-loop cooling.

The ERO proposal also contemplates a separate electricity rate class for new data centres that are greater than 1MW. The Province's objective is to ensure that rapid data centre growth and the resulting electricity demands do not shift electricity-system costs onto existing customers.

There are several common policy messages amongst the Federal and Provincial Principles:

1. The need for Canadian data sovereignty and security, with data centres seen as strategic infrastructure;
2. That data centres support strategic economic development initiatives, however there must be meaningful host-community benefits;
3. Responsible electricity use and protection of ratepayers;
4. Environmental sustainability and efficient resource use, with special regard for closed-loop water systems; and
5. Transparency, accountability, and public confidence.

At a minimum, the Federal and Provincial guidance on data centres will inform the City's planning framework. The Provincial Playbook is a little more granular than the Federal guidance materials, and while it is too early to confirm, as currently proposed, it would appear that Provincial approvals, primarily associated with Independent Electricity System Operator (IESO) approvals, would run parallel to local Planning processes. This is not to say that the final Provincial Playbook does not require some form of Municipal support as a condition of an IESO power hookup approval.

With all of this said, it is critical to note that this report and the process going forward is about creating a planning framework—specifically, land use controls—to regulate data centres. This is not a discussion on the broader societal impacts of AI or cryptocurrency mining. Both are often cited in public discourse in connection with concerns about energy consumption and other community impacts; however, the focus of this work is limited to the appropriate land use planning considerations associated with the location, scale, design, servicing, and operation of data centre facilities within the municipality. Federal and Provincial frameworks appear to generally embrace AI, and the critical infrastructure, such as data centres, required to not only facilitate AI, but other computing requirements.

Community Benefits
Although Federal and Provincial guidance on data centres speaks to *'host community benefits'*, no specific framework to obtain such benefits has been defined or established.

Potential Land Use Impacts Associated with Data Centres

Electrical Infrastructure
Data centres require significant amounts of reliable electricity to support continuous operations. Depending on their size and operational requirements, facilities may need significant electrical infrastructure upgrades, including substations, transformers, or other utility infrastructure. The extent of these requirements varies with the facility's scale, design, and projected power demand and can be evaluated through servicing studies and utility review processes.

An important part of any planning framework to regulate Data Centres will be to ensure there is enough reliable electricity available to support the proposed use. Further, should upgrades be required, such upgrades need to be identified, costed, and ultimately implemented without impacting existing rate payers.

Therefore, as part of a complete application, various studies will be required to address the following:

- Nameplate Load Verification and Electrical Demand Commitment – To confirm the maximum grid capacity the project will require at full buildout.
- A detailed analysis of:
    - Whether service capacity is available, including regard for:
        - Ensuring that approvals do not impact or otherwise constrain anticipated future growth and development in the community; and
        - Risks that data centre development approval precedes achievable electrical upgrades, including those to the local distribution system or the regional transmission system.
    - The scope, location, cost and timing of off-site infrastructure upgrades or a statement indicating that such upgrades are not required, including data to support either conclusion.

- The status of Provincial connection approvals – The Provincial Playbook speaks to requiring IESO approvals, and at this point in time it is difficult to understand how such approvals would interact with local planning frameworks in terms of timing and process.

The proposed planning framework and subsequent data centre approvals would specifically scope such approvals based upon the nameplate electrical capacity. For example, if a proposal is brought forward for 5MW, zoning would cap the approval at 5MW. Any future expansions, even if they are less than 5MW, would require new zoning approvals. The same would hold true for projects that might fall under the threshold and then wish to undertake a small expansion that would result in the nameplate electrical capacity exceeding 5MW. Where applicants are anticipating future build outs, they will be urged to obtain approvals for the entire build-out, as opposed to individual phases; or where they are unsure, specific communication will ensure they are aware that any future expansions will require additional approvals. All of this is intended to ensure transparency and avoid 'scope-creep' or incremental expansions that might require significant amounts of electricity.

On a broader scale, ongoing electrification, whether it be transitioning away from fossil fuels to electric sources or to support the significant electricity demands of modern computing requirements, will require broader investments into additional electrical generation. There is a concept called *'Bring Your Own Clean Energy (BYOCE)'* which refers to a large electricity user, such as a data centre, arranging for new or dedicated low-emissions electricity resources to support its demand, rather than relying solely on existing grid supply. Such new resources could be on-site, in the form of wind, solar, hydro or biogas; however, future large-scale data centres could also include a 'dirtier' form of energy, such as on-site natural gas-powered generators.

Noise

Data centres have been characterized as noise generators, emanating from cooling equipment, generators, transformers, and other mechanical systems, commonly referred to as HVAC. The level of impact varies with the facility's size, design, and proximity to sensitive land uses, such as residential uses. Noise impacts are typically addressed through facility design, equipment selection, separation distances, buffering, and compliance with applicable provincial standards and guidelines. Such design considerations are often informed by various studies that should occur prior to developing the facility, such as land use compatibility studies and specific studies related to noise and vibration. There are various Provincial regulations, such as the Ontario Ministry of the Environment, Conservation and Parks' D-series[4] and Noise Pollution Control (NPC) 300[5]

[4] D-6 Compatibility between Industrial Facilities | ontario.ca
[5] Environmental Noise Guideline - Stationary and Transportation Sources - Approval and Planning (NPC-300) | ontario.ca

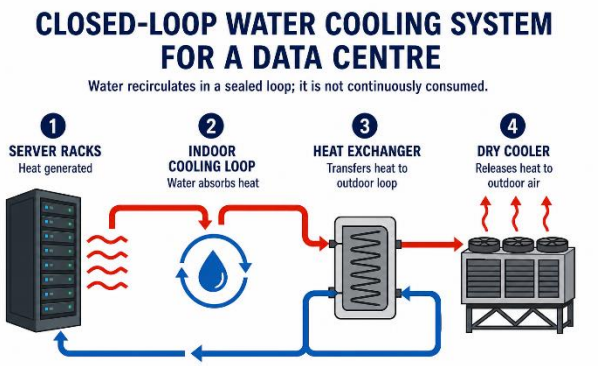
Guidelines. Both guidelines inform studies that are ideally undertaken prior to siting any noxious facility or a sensitive land use in close proximity to one another.

A D-series Land Use Compatibility Study takes a broader review of the proposed noxious use's impacts on nearby sensitive receptors or potential sensitive receptors, should nearby vacant lands be zoned to permit them (or vice versa). Noxious outputs within the scope of the D-series guidelines include noise, dust, odour, and vibration. In the case of data centres, the main noxious off-site outputs appear to be noise and vibration. Land use compatibility studies will recommend specific site plan solutions such as building location, orientation, and buffering. They may also recommend engineered solutions, such as specific types of systems and equipment or measures such as insulating and shrouding around stationary sources to achieve mitigation. In some cases, a Land Use Compatibility study may recommend that achieving minimum requirements is not possible, and therefore, the development should not proceed.

The NPC-300 Guideline is specific to noise emanating from stationary sources such as HVAC equipment, backup generators, and any other stationary equipment that produces noise. The guideline also addresses heavy truck traffic noise; however, this does not appear to be a significant concern with the ongoing operation of a data centre. The NPC-300 guideline also includes 'exclusion limits', which is a listing of appropriate decibel (dBA) levels at sensitive receptors, such as residential dwellings. The applicable sound limits are usually the higher of existing or predicted background noise levels and the stated exclusion limits.

Cooling and Water Consumption

Data centres generate significant amounts of heat and require cooling systems to maintain safe operating temperatures. The amount of heat generated and cooling requirements depend upon the facility's size (electrical capacity), design, and cooling technology. Some data centres may consume substantial amounts of water for cooling. The current research, as well as Federal and Provincial guidance, shows a strong preference for closed-loop water cooling systems, which operate in a very similar manner to the liquid cooling system of an internal combustion engine. Notwithstanding noise associated with HVAC systems to exhaust the heat, which are discussed above, closed-loop systems are the preferred current technology. Research indicates that such systems may require periodic 'top ups' to maintain appropriate volumes of water. Such systems may also require chemicals, such as anti-bacterial agents; however, initial research



indicates that most modern closed-loop systems do not require such agents, especially if the water originates from the municipal drinking water system.

Another cooling system, which appears to be an older technology, is the 'open loop' system, where raw water is consumed, circulated through the cooling system, and discharged. Such systems are not recommended as they consume vast amounts of water and discharge much warmer water. This can have environmental impacts, as well as impacts to the City's sewer system, which relies on a certain amount of bacteria to naturally break down matter before it reaches a treatment plant.

Other systems include cooling towers and evaporative equipment. Water is circulated through the system, then evaporates through cooling towers or other evaporative equipment. Not only do such systems require significant quantities of water, but evaporation can result in the water leaving the Great Lakes watershed, which could reduce the overall quantity of water within the watershed system.

The proposed framework will recommend closed-loop water cooling systems. Although such systems significantly reduce water consumption and discharge requirements, confirmation of initial fill volume, flushing needs, chemical management and emergency discharge procedures is still required. Similar to the electrical demand approach, applicants will need to confirm there is sufficient water available to support the use, without impacting water rates. Where water infrastructure upgrades are required, the scope, cost, and timing of such upgrades will need to be clearly studied. From a locational standpoint, data centres will not be permitted where they do not have access to the municipal drinking water or sewer systems. Permitting large-scale data centres in rural areas is not recommended, given potential impacts to the groundwater aquifer, which supplies the municipal drinking water system, as well as nearby potable wells. Discharges into the ground can also have numerous environmental and stormwater management impacts. This is not to say that there aren't engineered solutions to manage these risks; however, at this time, data centres are currently proposed to be expressly prohibited where they do not have access to municipal water and sewer services.

Environmental Impacts
From a natural environment perspective, data-centre development can have many negative impacts, both at the local and broader levels. As previously discussed, increased electrical demands can result in demands necessitating new electrical generation and transmission infrastructure, which include a full suite of potential impacts. At the local level, data centres can require vast amounts of water and cooling infrastructure, the impacts of which are briefly discussed above. Beyond high power, water, and cooling requirements, data centres generally do not have the potential to create additional environmental impacts beyond those of any other similarly sized development. There does not appear to be a significant presence of other noxious discharges, such as the storage and handling of chemicals, and

there does not appear to be noxious discharges of smoke or other vapours, again beyond that of other large-scale non-industrial type developments.

Existing land use policies and provisions are already in place to require various site-specific environmental studies should they be warranted. For example, where significant natural heritage features, such as fish habitat, wetlands, or significant wildlife habitats are present, various studies will be required to ensure that any proposed development does not negatively impact the natural heritage feature or area.

Rapidly Evolving Technology

The technology around data centres is evolving at a very rapid pace. It may not be fair to point to an existing data centre, built only a few years ago, and suggest that a data centre built today or a few years from now will exhibit the same land use impacts, particularly as it relates to water demands, environmental impacts, and noxious off-site emissions such as noise and vibration. Further, new unknown technologies and development strategies for data centres, or even the way AI and high-performance computing is handled, may impact the infrastructure demands of data centres built in the future.

For these reasons, and with any land use planning framework, ongoing monitoring is necessary to ensure the framework remains relevant and continues to represent best practices.

With this in mind, the proposed framework is at this point conservative, understanding that the resulting approved framework is by no means permanent.

Types of Data Centres

Data centres can vary significantly in size, electrical demand, and operational purpose. In reality, ‘server rooms’ are data centres, albeit on a much smaller scale.

- *Edge Data Centres*: Smaller facilities located close to the users, devices, or networks they serve. Their proximity helps reduce the time required to process and transmit data, making them useful for applications requiring rapid response times. Such data centres are often accessory to a main use, however in some circumstances they may be standalone.
- *Enterprise Data Centres*: Facilities operated primarily to support the internal computing, data storage, and information technology needs of a single organization. They may serve businesses, governments, institutions, or other large organizations. Such data centres are normally accessory to a main use, however in some circumstances they may be standalone.
- *Colocation Data Centres*: Facilities where multiple organizations lease server space, electrical capacity, cooling, network connectivity, and other supporting infrastructure from a data centre operator. This allows multiple

customers to operate equipment within a shared facility. These centres tend to be standalone data centres.

- *Cloud Data Centres*: Facilities that provide computing, data storage, software, and other digital services remotely through cloud-based platforms. They are commonly operated by large technology and cloud-service providers and can vary considerably in size. These centres are most often standalone, however sometimes they can be accessory to another use.
- *Hyperscale Data Centres*: Very large data centres designed to accommodate substantial computing and data storage requirements and to expand as demand increases. They are commonly associated with major cloud computing, internet, AI, and technology companies. Such centres are almost always standalone.
- *Artificial Intelligence (AI) / High-Performance Computing (HPC) Data Centres*: Facilities designed to support computationally intensive activities such as artificial intelligence model training, scientific computing, and advanced data analysis. These facilities can have particularly high electrical and cooling requirements because of the concentration of high-performance computing equipment. Such facilities are equally standalone or accessory.

For the purposes of a Planning Framework, it is recommended that data centres simply be defined based upon electrical demand, in Megawatts (MW). The overall footprint of the facility, water and cooling needs, and the noise generated from the facility, are all directly related to the overall electrical demand of the facility.

Although there is no widely recognized accepted categorization of data centre sizes, the proposed planning framework proposes a threshold of 5MW to determine when a data centre requires a rezoning. It is also important to recognize that electrical loads associated with data centres are continuous, on a 24/7 basis, whereas most office, commercial, and residential uses have daily, weekly, and seasonal peaks and lower demand periods.

For further perspective, the PUC distribution network can supply approximately 160 MW of power, but location of load within the network must be analyzed on a case-by-case basis. Peak demand for the City is anywhere from 90-130MW, with the highest being during a very cold winter day. It is noted that peak demand of the distribution system does not include Algoma Steel or Tenaris Algoma Tubes, as their industrial processes are primarily supplied directly by Hydro One's transmission system.

What can 5MW Power?

- Approximately 4,900 homes
- 7-8 typical Walmart Supercentres
- 2-3 million square feet of typical office or retail space

Determining the Power Threshold for Data Centres – 5MW
As previously mentioned, based upon current technologies, the amount of power a particular data centre requires, appears to coincide with the amount of cooling required (water usage) and the amount of HVAC (potential noise) required. Therefore, defining data centre sizes based upon power consumption is most appropriate. Determining the power threshold is a significant policy decision, which forms the basis of the entire Planning framework.

In this case, Planning Staff is recommending a rather conservative approach, requiring all data centres that are 5MW or more to require a rezoning. It is recognized that data centres of 5MW or more are by no means 'large-scale' or even 'medium-scale' data centres. While there is no widely recognized definition of a 'large-scale data centre', many online resources define them as being greater than 100MW. It is also recognized that there is not likely a definition of 'large-scale data centre' that utilizes 5MW as a minimum threshold. With this said, and within the local and broader context, 5MW is considered a 'large load', as evidenced below:

- Hydro Ottawa – Uses 5MW as the threshold for 'large-load requests'. Loads at or above this scale require a comprehensive system analysis.
- Hydro One – Uses 5MW in determining cost responsibility for certain transmission connection investments – Customers at or above this threshold may be required to contribute towards infrastructure upgrades required to accommodate the new or increased load.
- IESO – Utilizes 5MW as an eligibility threshold under the Industrial Conservation Initiative (ICI), which relates primarily to electricity pricing and demand management.
- Toronto Hydro – uses 5MW to distinguish larger load customers and address cost responsibility for certain transmission-related investments.

It is recognized that the current approach is conservative; however, Planning Staff is of the opinion that at this point in time, a conservative approach is warranted. This is not to say that over time, whether it be through public consultation, new and emerging technologies, or the release of other municipal planning frameworks, a higher threshold becomes warranted.

Accessory and Standalone
As previously mentioned, data centres can be standalone or accessory to another use. A widely accepted zoning definition of an Accessory Use is one that is customarily associated with and subordinate to a main use on the same property. Accessory uses are almost always permitted in association with a primary or main use. For example, a heavy industrial zone might not permit 'food services'; however, a large industrial use may contain a cafeteria as an accessory use that is *'customarily associated with and subordinate to'* the main employment use. Data centres also have the potential to be accessory to a main use. Examples include data centres (or server rooms) in association with a large office building, hospital

or post-secondary institution. All three examples exist locally. With this said, it can be difficult to determine if there is a primary and accessory use, two main uses, or if a use is being communicated as an accessory use, when it is in fact a primary use. For this reason, the proposed 5MW threshold is proposed to apply to any data centre, regardless of whether it is an accessory, primary or standalone use.

The Proposed Planning Framework

The proposed framework below should be viewed as a starting point, to inform further dialogue.

Proposed Official Plan Policies

General

- All new data centres (primary, accessory and standalone use) of 5MW or more shall require a rezoning application. Therefore, by definition, for the purposes of the Official Plan, large-scale data centres are defined as those which are greater than 5MW, regardless of whether they are standalone, primary or accessory use data centres.
- New data centres of 5MW or more shall be located on lands designated 'Industrial, Commercial or Institutional'[6] in the Official Plan. For greater clarity:
    - Standalone data centres over 5MW shall be located on lands designated Industrial or Commercial
    - Accessory use data centres shall be located on lands designated industrial, commercial or institutional. Proponents of accessory use data centres shall clearly demonstrate how the main use is a permitted use within the land use designation within which the data centre is proposed.
- All data centres shall be connected to municipal water and sewer services.
- The City shall only consider an amendment to the Zoning By-law where the applicant has demonstrated that sufficient electrical, water, wastewater, fire-flow, transportation, and other municipal infrastructure capacity is available, or can be made available, to accommodate the proposed initial and ultimate development without unreasonably negatively affecting existing users, planned development, municipal service levels, or the financial sustainability of municipal infrastructure.
- All new data centres shall be designed and operated to minimize potable-water consumption, wastewater generation, energy use, and other environmental impacts. Closed-loop, air-cooled, hybrid, reclaimed-water, and other water-efficient cooling technologies are strongly encouraged.

[6] OP-Schedules-Public.pdf - Refer to 'Land Use Schedule C' to see lands currently designated Industrial, Commercial or Institutional.

Site Design

- Outdoor mechanical, electrical, cooling, emergency-power, fuel-storage, battery-energy-storage, and related equipment associated with a data centre shall be designed and located to minimize noise, visual impact, lighting, air-quality, safety, and other adverse impacts on adjacent lands and the public realm. Appropriate setbacks, fencing, landscaping, screening, lighting controls, and noise mitigation shall be secured through the Zoning By-law, site plan control, and other applicable approvals.

Required Studies

- New data centres shall demonstrate, as part of a complete rezoning application:
    - Land use compatibility – To ensure that such uses do not negatively impact nearby sensitive receptors, or the potential for new sensitive receptors to be developed, which may require land use compatibility studies, with special regard for Provincial D-Series Guidelines and Noise Pollution Control 300 guidelines.
    - Comprehensive Servicing and Infrastructure Capacity Assessment – Prepared in consultation with the applicable electricity distributor, transmitter, and the Independent Electricity System Operator (IESO), as applicable.The assessment shall confirm the ability to accommodate the proposed initial and ultimate electrical demand, identify required system upgrades, connection arrangements, anticipated timing, and financial responsibility for all related works.
    - Water Servicing and Supply Capacity Assessment – To demonstrate that sufficient water supply, treatment, storage, distribution, and fire-flow capacity is available to accommodate the proposed initial and ultimate development. The assessment shall identify projected average and peak demands, proposed cooling technology and water-use efficiency measures, required municipal infrastructure upgrades, implementation timing, and responsibility for associated costs.
    - A stormwater management report, to address the quality and quantity of stormwater runoff, drainage, snow storage, and the potential effects of large roof areas and paved areas.
    - Where required, an assessment of emergency power systems, battery energy storage systems, and fuel storage requirements.
    - Various site and project-specific studies as may be required by the Official Plan, to address the potential presence of significant natural heritage features or areas, such as significant wildlife habitat, wetlands, and fish habitat.
- All studies supporting a complete rezoning application shall be prepared by a qualified professional. The City reserves the right to peer review any study, choosing its own qualified professional. The costs of such peer reviews shall be borne by the applicant.

Community and Indigenous Engagement

- Where a data centre requires a rezoning, as part of a complete rezoning application, proponents shall be required to consult with First Nations and hold at least one neighbourhood meeting.

Pre-Consultation with City Staff and Relevant Agencies

- Proponents are strongly urged to pre-consult with various City and agency staff, through the Development Assistance Review Team (DART) process.

Agreements and Securities

- Where upgrades to municipal infrastructure are required to support a data centre, the City may require the owner to enter into agreements regarding the design, construction, timing, cost-sharing, ownership operation maintenance and financial security for required works.

Monitoring and Policy Review

- The City shall monitor emerging data centre technologies, including advances in cooling systems, energy efficiency, water conservation, backup power systems, and alternative energy sources, to inform future updates to the Official Plan, Zoning By-law, and related development standards.
- The City may maintain an inventory of approved, constructed, and proposed data centres, including their approved initial and ultimate electrical demand, water demand, cooling approach, and infrastructure requirements, to support cumulative impact monitoring and long-range infrastructure planning.

Proposed Zoning Provisions

Primary/Standalone or Accessory Small-scale Data Centres ≤ 1MW
Amend the current definition of '*Information and Technology Uses'* to include data centres of up to 1MW and continue to permit Information and Technology Uses in the following Zones:

- Traditional Commercial Zone (C1)
- Central Commercial Zone (C2)
- Commercial Transitional Zone (CT2)
- General Commercial Zone (C4)
- Shopping Centre Zone (C5)
- Light Industrial Zone (M1)
- Medium Industrial Zone (M2)

A 1MW data centre is a relatively small-scale operation. For context, a typical 43,000sq.ft. office or non-food retail space utilizes approximately 1MW of electricity. Therefore, electrical and water consumption are not anticipated to be issues. Further, off-site impacts such as noise are anticipated to be appropriate for the zones in which the Information and Technology Use is currently permitted.

Primary/Standalone Medium Scale Data Centres - >1MW - <5MW
Such data centres would be defined as a specific use and permitted as a matter of right in the Light and Medium Industrial Zones (M1, M2).

Primary/Standalone Medium Scale Data Centres are subject to Site Plan Control. Therefore, regardless of whether the property is subject to site plan control, an agreement will be required, which may include various studies related to land use compatibility, as well as electricity and water demand.

At this point in time, there does not appear to be a significant demand or market for small-scale, standalone data centres, often referred to as 'Edge Data Centres'. Therefore, the incremental impacts (electrical and water demand) of numerous data centres of this type are not anticipated.

Accessory Use Medium Scale Data Centres - >1MW - <5MW
Such data centres would be accessory to a permitted main use, typically a larger office building or institutional use such as a post-secondary school or healthcare facility. In many respects, these data centres would operate like 'server rooms' or 'enterprise data centres', supporting the main use on the property.

Accessory Use Medium Scale Data Centres are subject to Site Plan Control. Therefore, regardless of whether the property is subject to site plan control, an agreement will be required, which may include various studies related to land use compatibility, as well as electricity and water demand.

All Data Centres ≥ 5MW
Data centres that are 5MW or more are treated as a 'restricted land use', permitted only by way of a rezoning application. The proposed Official Plan policies communicated above provide the overarching framework, with regards to general location, design, complete application and consultation requirements, including First Nations engagement.

Municipal Scan
North American municipal frameworks for data centres are rapidly evolving from treating them as generic industrial or utility-related uses towards data centre-specific planning policies, zoning definitions, and approval requirements. The common approach is to direct larger facilities to industrial or employment areas with suitable electricity and servicing infrastructure. Most existing frameworks distinguish between accessory, smaller standalone, and large-scale facilities, often requiring site-specific approvals such as rezonings and/or site plan control for medium and larger scale data centres. Most frameworks focus on cumulative electrical and water demands, noise from cooling equipment and standby generators, visual impacts, fuel and battery systems, stormwater, and financial responsibility for required infrastructure upgrades.

Much like Sault Ste Marie, a number of Ontario Municipalities are in the process of developing new data centre planning frameworks. During public consultation, staff will provide a comprehensive municipal scan, with special regard for how various sized data centres are regulated, and the various size thresholds utilized.

Interim Control By-law

At its meeting on August 31, 2026 Council instructed staff to bring forward an Interim Control By-law imposing a moratorium on the submission, acceptance, and approval of applications for data centre uses over 50 megawatts, within the City of Sault Ste. Marie, and pending approval of a municipal framework for data centres.

Section 38 of the *Planning Act* allows Council to pass an interim control by-law to temporarily prohibit or restrict specified land uses within all or part of the municipality while a land use planning study or policy review is undertaken. Interim Control By-laws may be in effect for up to one year and may be extended once, to a maximum total duration of two years, allowing the City to avoid new development that could pre-empt or undermine the results of the study and any resulting Official Plan or Zoning By-law amendments.

Included elsewhere on Council's Agenda is By-law 2026-138 which is an Interim Control By-law for up to one year, or pending approval of a municipal framework for large scale data centres.

Next Steps

As a first step, staff will reach out specifically to Batchewana First Nation, Garden River First Nation, and the Metis Nation, to discuss the proposed framework and gain a better understanding upon how they wish to be consulted on future specific data centre projects that may be brought forward for a rezoning application.

The City will undertake a coordinated public engagement process to inform and seek feedback on the proposed planning framework for data centres. Engagement will include the City's Social Pinpoint public input portal, which will provide accessible project information, mapping, surveys, and opportunities for online comment, together with in-person public meetings and partner discussions. A project specific email (datacentresinput@cityssm.on.ca) has been established and an email list will be created.

Feedback from the consultation will be reviewed and considered as part of the continued development of the proposed planning framework. It is anticipated that a planning framework will be brought back to Council for approval in Q1 2027.

Financial Implications

This report is for information purposes only; therefore, it has no financial implications to the City of Sault Ste. Marie. Further, costs associated with public consultation can be covered within existing consultation budgets.

Strategic Plan / Policy Impact / Climate Impact

The proposed Data Centre planning framework supports the City's Corporate Strategic Plan by proactively preparing for future infrastructure needs and emerging economic development opportunities. The draft framework establishes a process for evaluating and regulating data centre development while balancing future growth with the long-term interests of the community. Potential climate and environmental impacts associated with data centre development will be evaluated on a site-specific basis.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Planner and Director of Planning dated September 21, 2026, concerning the proposed planning framework for Data Centres be received as information, and that Council instruct staff to proceed with formal public consultation.

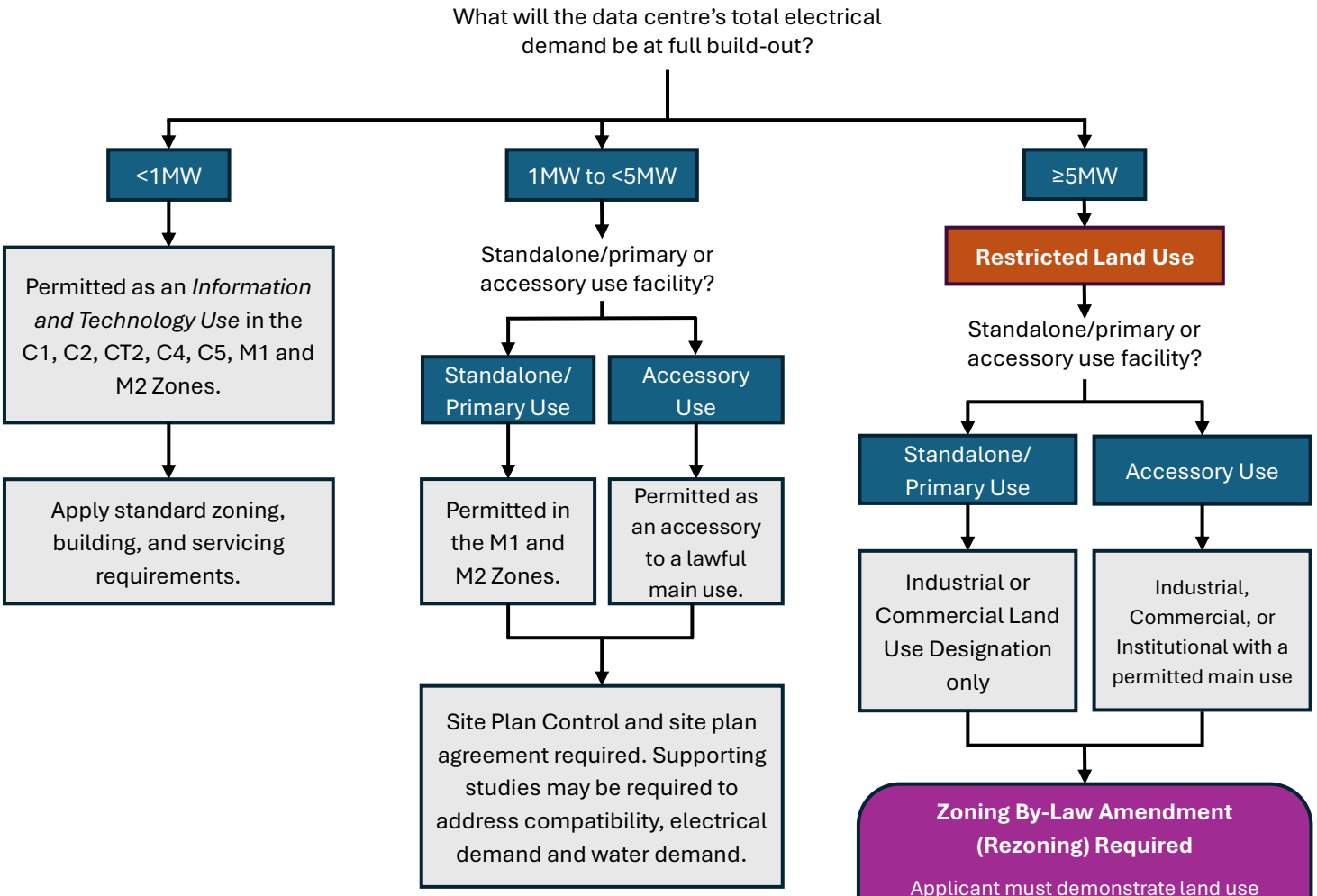
The relevant By-law 2026-138 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Peter Tonazzo, MCIP, RPP
Director of Planning
705-759-2780
p.tonazzo@cityssm.on.ca

Nicholas Cicchini, MURP
Planner
705.759-5375
n.cicchini@cityssm.on.ca

Proposed Data Centre Planning Framework



Applies to All Data Centres

- Municipal water and sanitary sewer connection required. Not permitted in the Rural Area.
- Minimize potable-water use, wastewater generation, energy use and environmental impacts. Water-efficient cooling technologies are required.
- Outdoor equipment must be designed and located to minimize noise, lighting, visual, air-quality and safety impacts.

The Corporation of the
City of Sault Ste. Marie

C O U N C I L R E P O R T

September 21, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Joseph Cocchetto, Administrative Clerk – Housing Support
DEPARTMENT:	Community Development and Enterprise Services
RE:	Housing Community Improvement Plan Amendment

Purpose

The purpose of this report is to recommend an amendment to the Housing Community Improvement Plan (CIP). The proposed change is to allow the term length of a Tax Increment Equivalent Grant (TIEG) to be changed to better facilitate stacking the TIEG incentive with other financial incentives.

Background

On August 12, 2024 Council approved the City of Sault Ste. Marie Housing Community Improvement Plan (CIP), which established the Tax Increment Equivalent Grant Program, to provide an annual grant in the form of a rebate on the incremental increase in municipal property taxes, post-development. The term length determines how many years the rebate remains in effect, and is dependent on the percentage of units designated affordable, as well as location, with properties located in a strategic development area seeing longer rebates.

Analysis

The TIEG is eligible to be stacked with grants offered by other external agencies, some of which may require municipal incentives to be of a certain term length. The proposed change will allow the term length of the TIEG to be adjusted on a case-by-case basis to accommodate such scenarios. Prior to signing an agreement, the initial estimated value will be calculated, using pre-assessment values and estimated post-assessment values, and the percentage rebate will be altered to allow the same value to be received over a longer period, ensuring that the recipient of an adjusted term grant receives the correct amount and is not over-rebated.

Financial Implications

The Financial implications of this amendment remain the same as the standard, as overall values of the rebate are not being altered.

Strategic Plan / Policy Impact / Climate Impact
The proposed amendment supports the following areas of the corporate strategic plan.

Quality of Life: The proposed Amendment to the Housing CIP encourages the development of affordable housing units and facilitates an overall increase in the City's housing supply.

Vibrant Downtown Areas: The proposed Amendment to the Housing CIP will make it easier for developers to secure funding with the most lucrative incentives being in the First Neighbourhoods.

Social Equity: One of the goals of social equity was to create a housing action plan to deliver affordable housing. The Housing CIP exists as part of that housing action plan, and the proposed amendment is designed to remove barriers to incentivizing affordable housing development.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Administrative Clerk – Housing Support dated September 21, 2026 concerning Housing Community Improvement Plan Amendment be received and that the following wording be added to Section 2.5.4 Financial Incentive Program Value:

"The applicant may request that the term length of a TIEG be adjusted to align the grant with other funding sources, while maintaining the same overall grant value. Only the duration of the grant payments would change, while the total value of the grant would remain unchanged. This option is only available where a specific TIEG term length is required by an external funding source".

Respectfully submitted,

Joseph Cocchetto
Administrative Clerk – Housing Support
705.541.5169
j.cocchetto@cityssm.on.ca

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-135

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and The Algoma Farmers' Market for the operation of the Algoma Farmers' Market at the Roberta Bondar Park.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated September 21, 2026 between the City and The Algoma Farmers' Market, a copy of which is attached as Schedule "A" hereto. This Agreement is for the operation of the Algoma Farmers' Market at the Roberta Bondar Park.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 21st day of September, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2026\2026-135 Algoma Farmers Market Agreement.docx

THIS AGREEMENT made the ____ day of September, 2026

BETWEEN: **THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

(hereinafter referred to as the "City")

– and –

THE ALGOMA FARMERS' MARKET

(hereinafter referred to as "Farmers' Market")

WHEREAS the Farmers' Market operates a market for the sale of fruits, vegetables, baked goods, locally produced crafts and other items usual to an Ontario Farmers' Market, which market is located on the parking lot of the City owned Roberta Bondar Park;

AND WHEREAS the parties have agreed to the erection of a tent structure in the parking lot under which the Farmers' Market will operate;

AND WHEREAS the parties wish to enter into this agreement setting out the terms and conditions for the operation of the New Algoma Farmers' Market;

NOW THEREFORE the parties agree as follows:

1. TERM

(1) This agreement shall be for the period May 1, 2027 to October 31, 2032 .

(2) If, at the end of the term of this agreement, the Farmers' Market desires to renew the agreement, it shall have the option to do so for a further period of five (5) years provided it gives notice of its intention to renew the agreement to the City at least 60 days prior to October 31, 2032.

(3) During each year that this agreement is in force, the Farmers' Market shall have exclusive use of the Market Tent on Wednesdays and Saturdays from the second week in May until the end of October.

(4) The use of the Market Tent by Farmers' Market on any other day other than Saturdays shall be subject to the prior approval of the City's Supervisor of Community Services and any such extra market days shall be jointly co-ordinated between the Farmers' Market and the City of Sault Ste. Marie.

2. MARKET TENT STRUCTURE

(1) A tent structure (referred to as the Market Tent structure) has been erected near the northeast corner of the parking lot for Roberta Bondar Park. The size of the Market Tent structure is approximately 100 feet by 24 feet.

(2) It is agreed between the parties that the Market Tent structure will be jointly owned between the City and Farmers' Market.

(3) It is agreed between the parties that the Market Tent structure will be jointly owned between the City and Farmers' Market. The fabric of the said Market Tent Structure shall be exclusively owned by the Farmer's Market.

(4) The parties agree that the present value of the Market Tent Structure (including foundation and steel work) is $31,500 with an $8500 value being

assigned to the fabric of the Market Tent structure. The fabric has an anticipated life of eight to ten years.

(5) Should the Farmers' Market request to relocate the Market Tent structure to an alternate site at any time during the term of the agreement and should the City agree to the request, the costs associated with the relocation of the tent structure and fabric will be the responsibility of the Farmers' Market group unless otherwise provided.

At the end of this agreement if the Market Tent structure is sold, the proceeds shall be divided equally between the parties. If one of the parties desires to obtain ownership of the entire Market Tent structure, that party shall pay to the other party one half of the value of the Market Tent structure. The fabric of the said Market Tent Structure shall be exclusively owned by the Farmer's Market.

3. REVENUE

(1) During market days all revenue received by the Farmers' Market shall be retained by the Farmers' Market or its members.

(2) If the City or any organization other than the Farmers' Market utilizes the Market Tent structure on any days other than market days, any rentals revenue derived from that use shall belong to the City

4. INSURANCE

(1) The Farmers' Market shall obtain and keep in force for each season during which this agreement is in place, liability insurance for the minimum amount of $2,000,000.00 with a maximum deductible of $25,000.00. The insurance policy shall identify the City as an additional named insured.

(2) The Farmers' Market shall at all times indemnify and save harmless the City and its employees from and against all claims and demands, loss, cost, damages, actions or other proceedings by whomsoever made or brought in any matter based upon, occasioned by, or attributable to this lease, except claims for damages resulting from the negligence of any employees of the City while acting within the scope of their duties of employment.

5. DAILY SET UP FEES

The Farmers' Market shall pay to the City the "Partial Day Non Profit" rate as outlined in the "USER FEE & SERVICE CHARGES - By-law 2016-03 - Schedule B" as amended for Roberta Bondar Park along with one hour of supervision each day for set-up. These fees shall be billed and paid in two payments. The first invoice will include June and July market days, the second invoice will include August through October market
days.

6. ANNUAL SET UP

The parties agree that the Market Tent fabric shall be removed in the Fall by the City and returned in the Spring by the City. It is anticipated that the Market Tent fabric will be required to be cleaned in the Fall of each year and this seasonal cleaning will be the responsibility of the City, including all costs.

7. ACCESS TO MARKET

Although on site parking at the Roberta Bondar parking lot cannot be guaranteed for patrons of the Farmers' Market (due to other events that may be going on in

the vicinity), the City agrees to provide clear access to the Market Tent on market days.

8. REPAIRS

Any repairs required to the Market Tent structure shall be paid in by the Farmers' Market.

9. REPLACEMENT

(1) If during the term of this agreement it is necessary to replace the Market Tent structure for any reason, the cost of that replacement will be paid by the Farmers' Market.

(2) The parties acknowledge that replacement will be required when there is a noticeable difference in colour between the tent at the Roberta Bondar Pavilion and the Market Tent structure.

10. **STORAGE**

(1) The City shall provide storage for the following items during the term of this agreement:

22 tables

(2) The City shall store the tent fabric for the period from November 1st to mid May.

10. HOURS OF OPERATION

Wednesdays and Saturdays from beginning of June until mid-October, weather permitting. On Wednesday's the hours of operation will be from 1:00 p.m. to 5:00 p.m., and on Saturday's the hours of operation will be from 8:00 a.m. to 1:00 p.m. If requested to by an organization renting the balance of Roberta Bondar Park, the Farmers' Market may extend its hours beyond the regular hours of operation on any particular day provided however that the approval of the Supervisor of Community Services or his designate must first be obtained. In the event that Canada Day falls on a Wednesday or Saturday the Farmer's Market will not have access to Roberta Bondar Park and may choose to set-up in an alternate location off-site.

12. MARKET MANAGER

Each year the Farmers' Market will appoint members to the Algoma Farmers' Market Association Board of Directors. The Association President will provide the City's Supervisor of Community Services in writing the names and contact information for the Board members elected.

13. ANNUAL MEETING

The Farmers' Market shall meet with the City in February of each year and as required during the term of this agreement to review the need for any additional market days, hours of operation and general concerns.

14. **TERMINATION**

(1) Either party may terminate this agreement by giving notice in writing of its intention to terminate at least 30 days prior to October 31st. Any such notice given shall be effective on the 31st day of December in the year in which it was given.

(2) In the event the Farmers' Market fails to meet any of its obligations under this lease, the City may immediately, upon written notice terminate this lease.

(3) In the event the Farmers' Market terminates this agreement without providing the notice set out in clause 14(1) hereto the Farmers' Market shall forthwith pay to the City any and all balance of rental fees due for the season during which the termination takes place.

15. NOTICES

Any notice given by the Farmers' Market to the City shall be addressed as follows:

Supervisor of Community Services
Community Services Department
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

Any notice required by the City to be given to the Farmers' Market shall be given to the Association President.

16. ASSIGNMENT

This agreement cannot be assigned by the Farmers' Market without the written approval of the City, which approval will not be unreasonably withheld.

17. LIABILITY

The signatories of this agreement on behalf of the Farmers' Market shall incur no personal liability by reason of signing this agreement.

IN WITNESS whereof the parties have signed this agreement.

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

_____
MAYOR – MATTHEW SHOEMAKER

_____
CLERK – RACHEL TYCZINSKI

THE ALGOMA FARMERS MARKET

Nathan Chevalier
PRESIDENT – NATHAN CHEVALIER

Jeff Marshall
VICE-PRESIDENT – JEFF MARSHALL

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2026-136

APPOINTMENTS: A by-law to appoint Municipal By-Law Enforcement Officers and Provincial Offences Officers to enforce City animal control by-laws.

WHEREAS the City has an existing agreement with the Sault Ste. Marie Humane Society for the enforcement of animal control by-laws;

AND WHEREAS the effective enforcement of the said by-laws and statute requires the appointment of Municipal By-law Enforcement Officers and Provincial Offences Officers;

THEREFORE the Council of the Corporation of the City of Sault Ste. Marie pursuant to section 15 of the *Police Services Act,* R.S.O 1990, chapter p.15 and amendments thereto, **ENACTS** as follows:

1. **MUNICIPAL BY-LAW ENFORCEMENT OFFICERS AND PROVINCIAL OFFENCES OFFICERS**

   The following persons are appointed as Municipal By-law Enforcement Officers and Provincial Offences Officers for the purpose of enforcing animal control by-laws for The Corporation of the City of Sault Ste. Marie and the *Dog Owner's Liability Act,* R.S.O. 1990 c. D.16 and any successors thereto:

   Wendy Corbett
   Angela Goodmurphy
   Sherri Hicks
   Blair Kunkel

2. **BY-LAW 2018-131 REPEALED**

   By-law 2018-131 is hereby repealed.

3. **EFFECTIVE DATE**

   This by-law takes effect on the day of its final passing.

PASSED in open Council this 21st day of September, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2026\2026-136 Humane Society Enforcement Officers appointment.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-137

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Canadian Pacific Railway Company (CP) for permission to maintain a welcome sign on CP's property.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated September 1, 2026 between the City and Canadian Pacific Railway Company, a copy of which is attached as Schedule "A" hereto. This Agreement is for permission to maintain a welcome sign on CP's property.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 21st day of September, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2026\2026-137 Canadian Pacific Railway (CP) Welcome Sign Agreement (Trunk Road).docx

SAP: TNMK690140104

THIS AGREEMENT, dated September 1, 2026.

BETWEEN: CANADIAN PACIFIC RAILWAY COMPANY
a Canadian corporation doing business as CPKC

(Hereinafter called "CPKC")

AND: THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(Hereinafter called "Licensee")

(CPKC and the Licensee may each individually be referred to hereinafter as a "Party" or collectively as "the Parties")

WHEREAS, the Licensee has requested the right to construct, repair, and maintain current and future advertising displays on CPKC's property on condition that each location receive CPKC's approval and otherwise complies with the other conditions stipulated herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Permission

CPKC hereby grants to the Licensee permission to maintain Advertising Displays on CPKC property within the Province of Ontario, at the locations and in the respective numbers of structures and advertising faces shown on Schedule "A" attached hereto, and which forms part of this Agreement, in accordance with the terms and conditions set out herein. Schedule "A" may be amended from time to time to reflect removals or additions of new Advertising Displays approved in accordance with the terms and conditions set out in Clauses 8 and 9 hereof. For purposes of this Agreement, "Advertising Displays" is defined as any structure with one or more faces, designed for advertising purposes.

2. Compliance with Laws

The Licensee shall comply with all applicable zoning, fire, safety, health, and environmental laws and regulations including all safety, health and environmental requirements pursuant to any government permit, license or authorization ("Laws, By-Laws, Rules and Regulations") or any governing body respecting the installation and use of Advertising Displays erected and maintained on CPKC property under the terms of this Agreement, and will save harmless and fully indemnify CPKC, its affiliates, subsidiaries, directors, officers, employees, servants, agents and representatives (collectively, the "Railway Parties") from and against all loss, costs, damage and expense, of every kind or nature that the Railway Parties may suffer, be at or be put to by reason or in consequence of the noncompliance by the Licensee with such Laws, By-Laws, Rules and Regulations.

3. Access to CPKC Property

a) In order to provide proper access to each of the Advertising Displays, CPKC hereby grants a nonexclusive right to the Licensee, at the Licensee's own risk and expense, to enter upon CPKC's property and use any roads located thereon

necessary to conduct the Licensee's normal business as provided for herein; provided, however, that such right to access shall be effected at such time and in such manner so as not to interfere with CPKC's operations in any respect. CPKC reserves the right to change, modify or relocate any such access route at its discretion. It is agreed that CPKC is not obligated to maintain such routes, and the Licensee is responsible for obtaining any other access route that is necessary to conduct the Licensee's normal business as provided for herein and that is otherwise required over any property or property interest not belonging to CPKC.

b) If, in CPKC's opinion, the presence of the Licensee's personnel on CPKC property poses a risk to CPKC's operations or operational efficiency, CPKC may ask the Licensee's personnel to leave the property and return at another time and Licensee shall comply and have its personnel with such direction immediately.

c) The Licensee shall be solely responsible for their personnel's safety during each access to CPKC's property pursuant to this Agreement. Without limiting the generality of the foregoing, the Licensee shall ensure that all of the Licensee's personnel who may be working on CPKC's property are aware of and fully understand the CPKC Minimum Safety Requirements as attached in Schedule "C" (as amended or replaced from time to time).

d) Any work performed by the Licensee may require flagmen, inspectors or such other personnel as CPKC may deem appropriate, in its sole and absolute discretion, in accordance with the nature of the work to be performed. The cost of such flagmen or other personnel shall be at the Licensee's sole cost and expense.

e) Fenced Enclosures. The Licensee may perform maintenance work on certain Advertising Displays to be determined by CPKC without requiring the presence of a CPKC employee to provide flagging protection. The Licensee shall be entitled to erect fenced enclosures following CPKC’s review and approval of to-scale site and construction plans for each fenced enclosure.

   i) Specifications. As a condition precedent to granting the authorization referred to above, CPKC shall be entitled to, prior to construction of the fence(s) as set forth below, specify the precise dimensions, location and minimum distance from the nearest railway track, for each fenced location.

   ii) Construction. Construction and installation of the fenced enclosures and all subsequent maintenance work shall be at the sole cost and expense of the Licensee, with all construction, installation and maintenance of the fenced enclosures to be conducted in a workmanlike manner, in accordance with the highest standards of quality and care and in conformity with all applicable laws and regulations.

   iii) Removal. In the event that CPKC is required, by any competent regulatory authority or level of government, to remove, modify or relocate all or any portion of the fenced enclosures, for any reason whatsoever within their jurisdiction, such request shall be satisfied by the Licensee, at its sole cost and expense, no later than within seventy-two (72) hours of receiving notice of same from CPKC or any such competent regulatory authority or level of government (the "Cure Period"). In such event, the Licensee shall have no

recourse against CPKC, including, without limitation, no right to the abatement, reduction, compensation or set-off of any fee, rent or other amount payable by the Licensee pursuant to this Agreement. Should the Licensee fail to satisfy such a request within the Cure Period, CPKC shall be immediately entitled to remedy same at the sole cost and expense of the Licensee. Any costs, expenses, losses or damages incurred by CPKC due to the failure of the Licensee to comply within the Cure Period to any request regarding the fenced enclosures by any competent regulatory authority or level of government, shall be reimbursed to CPKC upon demand.

f) The Licensee may, upon the consent of CPKC, remove any vegetation on CPKC's property that may obstruct the view of the Advertising Displays, at the Licensee's expense. In this regard, the Licensee shall contact CPKC's representative in advance to arrange to enter onto CPKC's property. At CPKC's discretion, the presence of a CPKC employee to provide "flagging protection" may be required and all flagging costs are to be borne by the Licensee. The Licensee's employees, agents or subcontractors shall be required to sign a liability release form prior to commencing this work on CPKC's property. The Licensee shall be required to remove all vegetation cut from CPKC's property.

4. Assignment

a) The Licensee shall not assign, transfer or make any other disposition of this Agreement, or of the rights conferred thereby, without the prior written consent of CPKC, which consent may be withheld in CPKC's sole discretion. Notwithstanding the foregoing, the Licensee shall have the right to assign this Agreement without the written consent of CPKC, provided such assignment is done in the ordinary course of business to any of the Licensee’s affiliates that are at least as solvent as the Licensee and subject to the Licensee’s prior notification of such assignment, transfer or disposition being provided to CPKC at least fifteen (15) days preceding the effective date of such assignment, transfer or disposition.

5. Railway Removal of Advertising Displays

a) Should CPKC desire the Licensee to remove any of the Advertising Displays during the term hereof, CPKC shall give the Licensee ninety (90) days' written notice to that effect. Upon receipt of such notice, the Licensee agrees to remove the said Advertising Display(s) from the property of CPKC and leave the property in a condition satisfactory to CPKC. CPKC shall refund to the Licensee any rental paid in advance for the unearned portion. If the Licensee defaults on this condition, CPKC may, at its election, (i) have the Advertising Display(s) removed at the risk and expense of the Licensee, or (ii) declare the Advertising Display(s) as being abandoned, at which point ownership of such Advertising Display(s) shall pass to CPKC.

6. Licensee Removal of Advertising Displays

a) Should the Licensee desire to remove any of the said Advertising Displays during the term hereof, the Licensee shall give CPKC ninety (90) days' written notice to that effect and remove said Advertising Display(s) within that period, leaving the

property of CPKC in a condition satisfactory to CPKC. CPKC shall refund to the Licensee any rental paid in advance for the unearned portion.

7. Fee Adjustment

a) If one or more Advertising Displays should be removed as per the conditions set out in Sections 5 or 6 above, the annual fee payable under this Agreement shall be reduced by the amount to be paid in respect of the Advertising Display(s) so removed in accordance with the rate schedule as set out in Section 9.

8. Grant

The Licensee may, with consent of CPKC, erect and maintain Advertising Displays upon the following terms and conditions:

a) The Licensee shall submit to CPKC the form of application and consent as established by CPKC from time to time, duly completed together with a "to scale" site plan showing the exact location of the Advertising Displays in reference to CPKC's tracks and property boundaries. Each site plan shall reference structural detail drawings, which the Licensee shall submit to CPKC upon execution of this Agreement and from time to time as they are amended. The form and content of the "to scale" site plan shall be in accordance with the sample attached hereto as Schedule "B," and which forms part of this Agreement. CPKC acknowledges that the currently installed Advertising Display was approved and constructed under a previous agreement.

b) If, in its sole discretion, CPKC consents to the application, the Licensee will receive written consent signed by an authorized officer of CPKC, as well as the site plan prepared by the Licensee showing the exact location of the subject Advertising Display(s).

c) If written consent of CPKC is issued in response to the Licensee's proposed site plan, all terms and conditions of this Agreement shall apply to each such authorized Advertising Display that is erected following execution of this Agreement.

d) If CPKC does not consent to an application, the Licensee will be informed in writing that the application has been refused.

e) The Licensee shall have six (6) months to erect a CPKC-approved Advertising Display at its designated site location after receiving the necessary federal, provincial, and/or local permit(s), copies of which shall be provided to CPKC. If an Advertising Display is not erected within this six (6) month period, CPKC will have the right to offer the location to another outdoor advertising firm.

f) If one or more Advertising Displays are added to this Agreement, the annual fee shall be increased by an amount consistent with the rates as set out in this Agreement's Schedule "A" or as otherwise agreed to by the Parties. Special displays and spectaculars will be rated on a site-specific basis.

g) Upon completion of the construction of each Advertising Display, the Licensee

shall submit to CPKC written confirmation, approved and signed by a qualified professional engineer, verifying the suitability of the design and construction methodology and that the Advertising Display has been constructed in accordance with the site plan approved by CPKC, together with a copy of the "as built" plans for the Advertising Display.

9. Fees

a) In consideration of the rights and privileges hereby granted, the Licensee shall pay to CPKC, in advance, during the continuance of this Agreement, the annual fee specified in Schedule "A". The Licensee agrees to pay the annual fee as an annual payment commencing on the Effective Date of this agreement on each and every year. The Licensee agrees that Schedule "A" shall include all CPKC-approved Advertising Displays faces covered by this Agreement and shall be amended from time to time in order to remain current. The annual rental fee for each of said Advertising Displays faces shall be the prevailing rates set out on Schedule "A" attached hereto, for which payment by the Licensee shall commence on the earlier of the date of that Advertising Display's installation or one hundred twenty (120) days after the date of final CPKC approval of that Advertising Display.

b) For each subsequent year of this Agreement, beginning one (1) year after the Effective Date as defined in Section 17, the annual rental fee for each non-digital Advertising Display will be increased by four-percent (4%).

c) The Licensee will pay to CPKC interest on all overdue amounts at a per annum aggregate rate equal to the prime rate of interest from time to time charged by any bank determined by CPKC to its prime commercial borrowers, plus four percent (4%), with such rate to be compounded monthly. Such interest will be calculated from the due date until payment is made, the whole without the necessity of any demand being made therefor.

d) Notwithstanding the foregoing, if the Licensee is required to remove one or more Advertising Displays by virtue of new legislation or regulations instituted by any public authority with jurisdiction (and upon confirmation of such new legislation or regulations to CPKC), the Licensee may exercise its termination rights as described in Clause 6 hereof and CPKC agrees to repay any unearned portion of the prepaid annual fee from the date of removal until the end of such license year for such Advertising Displays at a rate equal to the per diem rate based on the subject Advertising Display's annual fee.

10. Indemnity and Waiver

a) Except to the extent of CPKC's own gross negligence, Licensee shall be liable to CPKC for and shall indemnify and save harmless the Railway Parties from and against any and all claims, suits, demands, awards, actions, proceedings, losses, costs, damages or expenses (including legal costs on a solicitor and own client basis) suffered or incurred by the Railway Parties that arise out of or result or are attributable to any act or omission under this Agreement, or any breach of this Agreement, by the Licensee or its subcontractors.

b) Except to the extent of CPKC's own gross negligence, Licensee shall make no

claim or demand against the Railway Parties for any injury (including death), claim, expense, loss or damage to property suffered or sustained by Licensee or any other person which arises out of or is connected with this Agreement or anything done or not done as required hereunder, or any other errors or omission of Licensee, and hereby waives as against the Railway Parties all such claims and demands.

c) This Section 10 shall survive the expiration or termination of this Agreement and shall in no manner limit or restrict the liabilities and obligations of Licensee under this Agreement.

11. Payments

a) All rents and other payments provided for in this Agreement shall be payable to Canadian Pacific Railway Company.

12. Taxes

a) CPKC agrees to pay, during the term of this Agreement, all taxes and levies imposed by any competent authority relative to the land on which the Advertising Displays are located. Notwithstanding the foregoing, the Licensee agrees to pay all taxes and levies imposed by any competent authority relative to the existence of its Advertising Displays placed on CPKC's property, including, without limitation, the Goods and Services Tax applicable to the fees under this Agreement.

b) The Licensee agrees to pay all business taxes assessed against the Licensee or against CPKC by reason of the business of the Licensee carried on at the location or locations set out in Schedule "A" attached hereto.

13. Insurance

The Licensee shall, at its own expense, obtain and maintain during the Term, in a form and with an insurance company satisfactory to CPKC, policies of:

a) Commercial General Liability (CGL) insurance with a limit of not less than Ten Million Dollars ($10,000,000) for any one loss or occurrence for personal injury, advertising injury, bodily injury, or damage to property including loss of use thereof. This policy shall by its wording or endorsement include, without limitation, the following:

i) CPKC and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to obligations of the Licensee in this Agreement;

ii) "cross liability" or "severability of interest" clause, which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;

iii) blanket contractual liability, including the insurable liabilities assumed by

the Licensee in this Agreement, broad form products and completed operations;

iv) sudden and accidental pollution liability, if applicable;

v) non-owned auto liability;

vi) contingent employer's liability;

vii) no exclusion for property damage due to explosion, collapse, and underground hazards; and

viii) no exclusion for operations on or in the vicinity of the railway right of way, if applicable.

b) Automobile Liability insurance covering bodily injury and property damage in an amount not less than Five Million Dollars ($5,000,000) per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by the Licensee and used in regard to this Agreement.

c) During any period of Construction, Alteration, Maintenance, Relocation or Removal Licensee or its contractor performing the Licensee's Operations, shall obtain the following additional insurance:

Contractor's Pollution Liability insurance, including naming CPKC and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents, and trustees of all of the foregoing) as an additional insured, with a limit of not less than Five Million Dollars ($5,000,000) for any one loss or pollution event. Coverage shall include, but not be limited to, claims for bodily injury, death, damage to property including the loss of use thereof, clean-up costs and associated legal defense expenses arising from pollution conditions caused by, and/or exacerbated by, services performed by the contractor on behalf of CPKC. The policy shall be endorsed to contain a blanket contractual liability endorsement. If this policy is written on a "claims-made" basis it shall remain in effect for no less than twenty-four (24) months after the expiry or termination of this Agreement.

(Collectively, the insurance policies and amounts set forth above in subparts (a), (b), and (c) constitute the "Insurance Coverage" for purposes of this Agreement).

The Licensee agrees that the Insurance Coverage shall not limit or restrict its liabilities pursuant to this Agreement.

The Insurance Coverage required to be maintained pursuant to this Agreement shall be primary and not in excess of any other insurance that may be available. Unless otherwise provided above, all insurance coverage shall take place in the form of an occurrence-based policy and not a claims-made policy. The Licensee shall waive any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims where permissible under the insurance policies required under this Section 13.

The Insurance Coverage shall be endorsed to provide CPKC with not less than thirty (30) days' written notice in advance of cancellation.

The Licensee shall provide CPKC with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims, and potential claims concerning this Agreement as soon as practicable after the damage, loss, incident, or claim has been discovered. The Licensee is responsible for any deductible and excluded loss under any insurance policy. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent businessperson would consider reasonable.

If requested, the Licensee agrees to provide CPKC, or a third party acting on CPKC's behalf, with written confirmation from the applicable workers' compensation authorities, or equivalent authorities, for the jurisdiction(s) where the Advertising Display(s) will be installed that the Licensee and/or any related parties including subcontractors or agents involved in the installation, servicing or inspection of the Advertising Display, are in good standing with such authorities.

Licensee shall provide a copy of the certificate(s) of insurance evidencing the above Insurance Coverage and may require the Licensee to annually provide CPKC with a copy of updated certificate(s) of insurance evidencing the renewal of the above-mentioned Insurance Coverage. All certificate(s) of insurance and notice(s) shall be sent via email to Certs.CertSecure@HUBInternational.com.

CPKC shall have no obligation to examine such certificate(s) or to advise Licensee if its Insurance Coverage is not in compliance with this Agreement. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply that CPKC has waived its insurance requirements,

CPKC reserves the right to maintain the Insurance Coverage in good standing at Licensee's expense and to require Licensee to obtain additional insurance where in CPKC's reasonable opinion, the circumstances so warrant. If the Licensee fails to maintain the Insurance Coverage required in this Agreement, CPKC may, at its option, terminate this Agreement without notice.

14. Environmental

a) The Licensee hereby accepts the land and premises pertaining to any Advertising Displays on an "as is" basis and hereby waives against the Railway Parties all rights and recourses of any nature whatsoever in respect to any defects therein. CPKC makes no representation or warranty with respect to the condition, nature, composition, use (past, present or future) of such land and premises. Licensee at their cost may complete an environmental baseline assessment in accordance with applicable Laws, with a scope approved by the Licensor, for the License Area at the time of the Effective Date, at Licensee’s expense.

b) The Licensee shall comply with the provisions of any federal, provincial, or local environmental laws which during the continuance of this Agreement shall become applicable to the land and premises pertaining to any Advertising Displays. If any governmental authority exercising jurisdiction with respect to environmental protection requires, in respect to any Advertising Displays, certain measures to be

taken, then the Licensee shall promptly take such measures as may be required by such governmental authority. The Licensee shall be solely responsible for the cost of all work carried out to comply therewith.

c) Upon termination of this Agreement with respect to any Advertising Displays, the Licensee shall leave the land and premises pertaining thereto free of any environmental contamination resulting from the Licensee's occupation or use thereof. The Licensee shall have the burden of proving that any environmental contamination has not resulted from its occupation or use of such land or premises. In the event that the Licensee fails to comply with the above to the satisfaction of CPKC, CPKC may undertake any such work that it considers necessary to correct any environmental contamination which may have resulted from the Licensee's occupation or use of the land and premises pertaining hereto, and all expenses incurred by CPKC, either directly or indirectly, shall be payable by the Licensee upon receipt of CPKC accounts therefor.

d) The responsibility of the Licensee to CPKC with respect to these environmental obligations shall continue to be enforceable by CPKC notwithstanding the termination or expiry of this Agreement.

15. Removal

a) CPKC hereby reserves the right at all times and may, from time to time, upon written notice to the Licensee, request the removal of any advertisement or poster which, in the reasonable opinion of CPKC, is of an offensive nature according to community standards, denigrates any persons or groups of persons, or is in any way detrimental to CPKC's interest. The Licensee hereby agrees to remove such advertisement within forty-eight (48) hours of receipt of such notice. Should the Licensee fail to do so, CPKC reserves the right to remove the advertisement at the risk and expense of the Licensee.

16. Community Standards

a) The Licensee agrees to remove, clean or repair any Advertising Displays damaged by vandalism, graffiti or mischief within ten (10) days of receiving notification of same.

17. Term

a) Initial Term. This Agreement shall be in effect for a period of five (5) years from September 1, 2026 (the "Effective Date") and terminating on August 31, 2031 (the "Initial Term"), provided, however, this Agreement may be terminated at any time by CPKC upon not less than ninety (90) days' written notice to the Licensee. In such case, CPKC shall refund to Licensee any rental fees paid in advance for the unearned portion.

b) Renewal Term. On the expiration of the Initial Term, this Agreement shall be automatically renewed for an additional five (5) year term (the "Renewal Term"), unless CPKC or Licensee terminate the Agreement or issue a written notice of nonrenewal not less than ninety (90) days prior to the expiry date of the Initial Term.

18. Overhold

a) If the Licensee continues to use or remain in possession of any site for Advertising Displays after the expiration or earlier termination of the Agreement, with CPKC's consent but without a written agreement, and CPKC accepts rental fees from Licensee, then Licensee shall be deemed to be occupying CPKC's property as a monthly tenant.

b) As a monthly tenant of CPKC's property, Licensee agrees to pay CPKC, without any deduction, set off, or abatement whatsoever, monthly and every month, a fee equal to two hundred percent (200%) of the monthly rental fee reflected in the then-current Schedule "A" at the time of expiry or termination of this Agreement, which fee shall be payable in advance on the first day of each and every month for each site location whether the Licensee then has an Advertising Display on the same terms and provisions of this Agreement, including without limitation the payment of any additional fees, save and except as to the term of this Agreement and expressly excluding all renewal or extension rights for this Agreement.

c) Such monthly licensing may be terminated by either Party on thirty (30) days' notice to the other Party.

d) No continued use or possession of the Licensed Premises by the Licensee after the expiration or earlier termination of this Agreement shall, by operation of law, extend or renew the term or create a yearly license.

19. Address for Service

a) Any notice required to be given from one party to the other must be in writing and may be delivered either (i) in person, (ii) by overnight courier, or (iii) registered mail to the following addresses:

If to CPKC:

CPKC
7550 Ogden Dale Road SE, Building 1
Calgary, AB T2C 4X9

Attention: Manager, Real Estate
Email: Real_EstateCanada@cpkcr.com

If to the Licensee:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
99 Foster Drive, Civic Centre
Sault Ste. Marie, Ontario, P6A 5X6
Attention: Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
Email: m.borowiczsibenik@cityssm.on.ca

Such notice shall be deemed to have been given or received by the other Party: (i) on the date sent when sent by confirmed e-mail or (ii) three (3) business days after being sent by registered mail to the address set forth in this Agreement. Notices may also be communicated by email, so long as such notice is also sent by one of the other means permitted above within one (1) day of such email transmission.

20. Termination

a) Notwithstanding any other provision of this Agreement, in the event that the Licensee fails to comply with any of the terms and conditions of this Agreement, CPKC shall have the right to terminate this Agreement in whole or in part on notification to the Licensee as follows: CPKC shall give to the Licensee written notice setting out the details of such breach and CPKC's intent to cancel this Agreement in whole or in part. At the expiration of fifteen (15) days from the date of receipt of such notice, if the Licensee has failed to rectify the breach or to commence rectification of such breach in a reasonable and diligent manner that is acceptable to CPKC, CPKC may cancel this Agreement in whole or in part effective with further written notice to the Licensee.

b) Upon the termination of this Agreement, whether for cause as set forth in subpart (a) above or for convenience by either Party, the Licensee shall, within thirty (30) days of the effective termination date, remove all of the Advertising Displays, including any foundation thereof, covered by this Agreement from the property of CPKC and leave said property in a condition satisfactory to CPKC, provided that if the Advertising Displays are not removed by the Licensee within the said thirty (30) days, then CPKC may either (i) remove them at the sole cost, expense, and risk of the Licensee, or (ii) take ownership of such Advertising Displays by reason of the Licensee’s abandonment thereof, with the Parties agreeing that such abandonment shall be effective upon the Licensee’s failure to remove within thirty (30) days as set forth above. In either case, the conditions embodied in Section 14 (Environmental) hereof will remain applicable and effective until such time as all work to be performed by or at the risk and expense of the Licensee, as provided in this Section 20, has been carried out to the entire satisfaction of CPKC.

21. Audit

a) The Licensee shall keep and maintain true and correct books, records and accounts with respect to the performance of the Licensee's obligations pursuant to this Agreement, along with invoices and monthly summaries, for a period of seven (7) years after the Licensee ceases to operate under this Agreement. Licensee shall, upon the request of CPKC or its consultants, make available and permit CPKC or its consultants during such retention period to inspect, make copies of, and audit such records. If there is any revision to charges as a result of an audit, within thirty (30) days of audit, Licensee shall pay to CPKC the full amount of any credit or CPKC shall pay to Licensee the full amount of any shortfall as applicable. This Section shall survive termination of this Agreement.

22. Confidentiality

a) The Licensee shall:

i) not make use of any CPKC Confidential Information, as defined below in subpart 22(b)(ii), for its own personal gain or for any purpose other than is required to perform its obligations pursuant to this Agreement;

ii) not disclose any CPKC Confidential Information to any person except Licensee's employees, consultants, subcontractors and agents who have a need to know such information consistent with the performance of Licensee's obligations pursuant to this Agreement, but only after such person has properly assumed obligations identical in principle to those in this Section and Licensee ensures that such person at all times complies with those obligations;

iii) employ diligent efforts and exercise reasonable care to hold all CPKC Confidential Information in the strictest confidence;

iv) not use CPKC's name for any marketing or promotional purposes and not make any public announcements or disclosure in respect of this Agreement or Licensee's relationship with CPKC without first obtaining written consent from CPKC; and

v) be liable to CPKC and indemnify CPKC in accordance with Section 10 for any breach of this Section by Licensee or its employees, consultants, subcontractors or agents.

b) Neither Party shall:

i) disclose the terms of this Agreement or amounts paid under it to any person without the other Party's written consent, except to the disclosing Party's employees, professional advisors and insurers who have a need to know such information, but only where the disclosing Party ensures that such persons are under obligations of confidentiality identical in principle to those in this Section; or

ii) disclose the terms of this Agreement or amounts paid under it, except in accordance with this Agreement and except as required by law, provided that the Party from whom disclosure is demanded pursuant to law shall promptly notify the other Party of such demand so that the other Party has an opportunity to oppose the production.

c) For the purposes of this Agreement, "CPKC Confidential Information" shall mean: any and all information, material, or data disclosed to the Licensee by CPKC or its affiliates, or obtained by the Licensee in connection with performing its obligations in this Agreement, whether orally, or in any written, magnetic, or electronically recorded form, or by drawings, or inspection of parts or equipment, and including without limitation:

i) information, knowledge or data of an intellectual, technical, scientific, commercial or industrial nature, or of a financial, cost, pricing, or marketing nature relating to the business operations of CPKC;

ii) "personal information" as defined in applicable federal, provincial, or local privacy or data protection laws; or

iii) any information supplied by CPKC to the Licensee that is clearly marked "Confidential"; but not including information in the public domain or information that, at the time of disclosure, was already known to the Licensee on a non-confidential basis.

d) The Parties agree that any violation of this Section is a material breach and that CPKC may avail itself of any legal or equitable remedies available in the event of such breach.

e) This Section shall not be replaced or modified by any terms contained elsewhere in this Agreement, including any schedules attached hereto or purchase orders issued in accordance with this Agreement.

f) This Section shall survive the expiration or termination of this Agreement.

23. Binding Effect

a) This Agreement shall be binding upon and enure to the benefit of each of CPKC and the Licensee and their respective successors and permitted assigns.

24. Code of Business Ethics

a) The Licensee undertakes, as a condition of CPKC entering into this Agreement, to adhere to principles and standards of business conduct consistent with those set forth in CPKC's Code of Business Ethics, which is available for viewing at www.cpkcr.com.

25. No Waiver

a) Neither Party shall be deemed to have waived the exercise of any right that it holds pursuant to this Agreement unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right shall be deemed to be a waiver with respect to any other instance involving the exercise of that right or with respect to any other right.

26. Governing Law

a) This Agreement shall be governed by and interpreted in accordance with the laws of the province under which the Advertising Displays are located and the laws of Canada applicable therein, excluding any conflict of laws rules that may apply therein. The parties hereby attorn to the exclusive jurisdiction of the courts of the Province of Alberta, without prejudice to the rights of CP to take proceedings in any other jurisdiction. The parties hereby waive any right to a trial by jury.

27. Time of the Essence

a) Time shall be of the essence in this Agreement.

28. Entire Agreement

a) This Agreement constitutes the entire Agreement of the Parties concerning its subject matter and no other representation, warranties or agreements, either oral or written, including but not limited to fee invoice terms, shall be binding upon the Parties with respect to the subject matter. This Agreement cancels and supersedes all prior agreements, understandings, negotiations, representations and warranties, whether oral or written, pertaining to the Advertising Displays listed in Schedule "A", including but not limited to the Prior Agreement between the Parties and/or their predecessors in interest

29. Amendment

a) This Agreement may not be varied, modified, amended, supplemented, or replaced except by written agreement executed by both Parties.

30. Counterparts

a) The Parties may execute this Agreement in separate counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail shall constitute effective delivery of this Agreement and may be used in lieu of the original Agreement for all purposes.

31. New Locations, Construction, Modification and Maintenance

a) Licensee may propose new locations for Advertising Displays to be included under this Agreement and modifications to existing Advertising Displays already included as provided in this Section 31. Licensee agrees to assume all expenses in connection with any construction, modification, maintenance and use of its Advertising Displays. Licensee further agrees to maintain its Advertising Displays in accordance with industry standards and all applicable regulatory requirements.

b) Licensee shall, at all times, abide by Licensor’s rules, requirements and safety protocols for accessing and performing any construction, modification and maintenance activities on Licensor’s Property. Prior to the commencement of new construction or modifications to existing Advertising Displays on Licensor’s Property, Licensee shall first submit a written request for Licensor’s approval (“Construction Approval Request”) along with detailed construction plans, including but not limited to means and methods, engineering, lift and safety plans for the proposed work, an estimated construction schedule and a site plan identifying the placement of the Advertising Display, utility services to the Advertising Displays and the required access to the Advertising Displays over Licensor’s Property.

32. Utilities

a) Licensee shall at its sole cost and expense initiate, contract for, obtain and pay for any electrical and fiber service, whether subsurface and/or aerial, required for the Advertising Displays, which may require a separate utility application based on the extent to which service encumbers Licensor's adjacent property. All applications for the installation of new utility services on Licensor's Property must be submitted (via Licensor's Property Portal) for Licensor's approval by the utility companies contracted to perform the work.

c) In no event shall Licensor be liable for the quality, quantity, failure or interruption of electrical service to the Advertising Displays or damages resulting directly or indirectly therefrom by reason of or resulting from any accident, or the need or priority of repairs or improvements, or by reason of orders of any military, civil or governmental authority, or strikes, riots, insurrections or invasions, or any other reason.

33. Adjacent Area Usage

a) Licensee shall have the right to use, in common with Licensor and others authorized by Licensor, existing driveway(s) or walkway(s) or other adjoining properties owned and/or designated by Licensor as means of ingress to and egress from the Advertising Displays on Licensor's Property. Licensor shall have the right at any time to restrict the use of any such adjoining properties by Licensee to that of ingress and egress only, and in such case, Licensee shall immediately cease any other uses of the same that are inconsistent with ingress and egress.

b) Licensor, with proper notice by Licensee, shall provide Licensee access to the Advertising Displays but shall not be responsible for the routine maintenance of any means of ingress or egress over Licensor's Property.

34. Compliance, Taxes and Permits

a) All Advertising Displays placed upon Licensor's Property shall comply with all Federal, Provincial, Municipal, and other governmental requirements, rules and regulations.

b) Licensee agrees to pay all applicable taxes with respect to this Agreement, the use of the Advertising Displays, the advertising content on the Advertising Displays, and its Structures.

c) Licensee shall also obtain all permits, which shall become and remain the property of Licensee, and be responsible for the continuation of such permits at its own expense. Notice of applications for and all copies of secured permits shall be furnished to Licensor upon request.

35. Title

a) Licensee understands and acknowledges that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality or quantity of Licensor's title in and to Licensor's Property. Licensor does not warrant title to any portion of Licensor's Property, and Licensee accepts the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights or interests in and to Licensor's Property, and all leases, licenses and easements or other interests previously granted to or reserved by others therein. Licensee agrees it shall not have and hereby completely and absolutely waives its right to any claim against Licensor for damages or any other legal or equitable relief on account of any deficiencies in title to Licensor's Property. Licensee shall indemnify and hold Licensor harmless from and against any and all claims, liabilities, losses, causes of action, (including litigation for trespass, slander of title, overburden of easement, or similar title related claims) damages, costs and expenses (including attorneys' fees and costs) arising out of or based upon: (i) the placement or presence of the Advertising Displays or representatives of Licensee or its purchasers, licensees, sublicensees, customers, agents or invitees on Licensor's Property, (ii) the use and occupancy of Licensor's Property by Licensee or its purchasers, licensees, sublicensees, customers, agents or invitees, (iii) Licensor's grant of the license in this Agreement, (iv) Licensee's failure to obtain sufficient third party rights necessary for Licensee and/or its purchasers, licensees, sublicensees, customers, agents or invitees to occupy and use Licensor's Property, and (v) the title related claims of Licensee's purchasers, sublicensees, customers, agents or invitees. The term "damages" as used in this Section 35 shall include all claims for damages, including, but not limited to, civil, criminal, compensatory, consequential, direct, indirect, treble, punitive, exemplary or special damages and all other damages or penalties of any kind available at law or in equity. This indemnity shall survive the expiration or termination of this Agreement.

{the next page is the signature page}

THE PARTIES HERETO have caused this Agreement to be duly executed the day and year first above written.

CANADIAN PACIFIC RAILWAY COMPANY

By: _____

Name: Matt Range

Title: Manager, Real Estate

I have the authority to bind the corporation.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

By: _____

Name: Matthew Shoemaker

Title: Mayor

I have the authority to bind the corporation.

By: _____

Name: Rachel Tyczinski

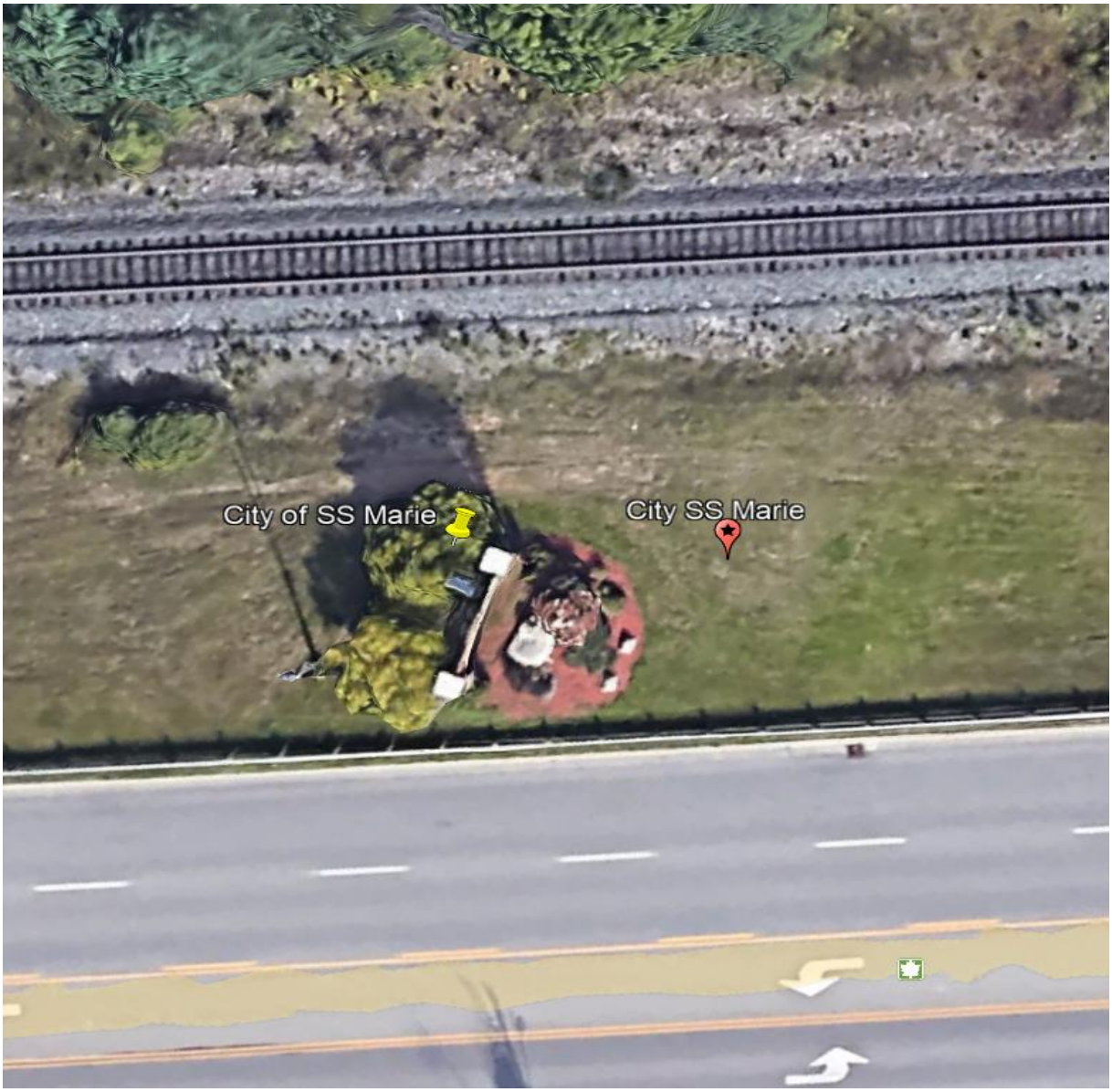
Title: City Clerk

I have the authority to bind the corporation.

Schedule “A”: List of Advertising Displays

Subdivision	MP	SAP	City	Prov.	2026	2027	2028	2029	2030
Webbwood	174.21	TNMK690140104	SS Marie	ON	$971.62	$1,010.48	$1,050.90	$1,092.94	$1,1136.65

Schedule “B” Site Plan
Webbwood subdivision 174.21
Lat/Long 46.540048, -84.232821



Schedule “C”: CPKC Minimum Safety Requirements



CPKC Safety Requirements for Contractors Canada

Approval Authority:	Safety Management Systems	**Effective Date:**	Jul. 1, 2024
Version:	5.0	**Next Review Date:**	Jul. 1, 2027

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1.0 Introduction

At CPKC, safety is an integral part of the way we do business. We expect everyone working for CPKC to be unconditionally committed to safety. Safety must be given top priority and will take precedence over deadlines, production schedules, and all other considerations.

2.0 Application

2.1 These Safety Requirements are applicable to all who work on CPKC property (except as noted in 2.3 and 2.4 below) including contractors and other persons performing work or otherwise providing services to CPKC on its property in the Canada.

2.2 These Safety Requirements cannot be waived or altered, in whole or in part, without a prior risk Assessment specific to the work being conducted, and written consent has been provided by the Manager-in-Charge.

2.3 Notwithstanding the foregoing, these Safety Requirements do not apply to other railroad companies who only operate trains on CPKC property under various trackage or interchange agreements.

2.4 Further notwithstanding the foregoing, these Safety Requirements may not apply to work or services provided in CPKC office premises.

3.0 Definitions and Interpretation

3.1 Definitions

3.1.1 In these Safety Requirements, the following capitalized terms shall have the ascribed meaning below:

Applicable Legislation - means all applicable legislation, regulations, by-laws, codes, rules, standards, policies, procedures, promulgated by any federal, provincial, and municipal governmental body, including those of its agencies, having authority over CPKC and, or a contractor in relation to the work in the matter of health and safety of the person, property and, or the environment.

Canadian Pacific Kansas City or CPKC - means Canadian Pacific Kansas City Limited, and its subsidiaries and affiliates, and includes each of their respective directors, officers, employees, agent, and representatives.

CPKC Personnel - means CPKC's employees, agents, and representatives.

CPKC Property - means any building, facility, yard, track, right of way or other property owned or controlled by CPKC.

Contractor - means the company or person, and their respective employees and authorized agents, representative and subcontractors who are providing goods or services to CPKC; or on behalf of a third party working on CPKC property.

Contractor Personnel - means the contractor's employees, and authorized agents, representative and subcontractors.

"Co-mingled Work" - means Work where contractor personnel works directly with or, in close proximity (time or space) to CPKC personnel;

Efficiency Test (eTest) – means a planned procedure to evaluate compliance with rules, instructions, and procedures, with or without the employee's knowledge.

Foul of Track- means the placement of an individual or equipment within 4 feet (1.2 m) of the outside rail of a railway track that could be struck by a moving train or on- track work equipment (e.g., hi-rail equipment).

Hazardous Materials- means any substance, which is hazardous to persons or property and includes, without limiting the generality of the foregoing:

i) radioactive, explosive, poisonous, or toxic substances.

ii) any substance that if added to any water, would degrade, or alter the quality of the water to the extent that it is detrimental to its use by man or by any animal, or plant.

iii) any solid, liquid, gas or odor or combination of any of them that, if emitted into the air, would create, or contribute to the creation of a condition of the air that endangers the health, safety, or welfare of persons, or the health of animal life, or causes damage to plant life or to property, or

iv) substances declared to be hazardous, toxic, or dangerous under any law or regulation now or hereafter enacted by any governmental authority having jurisdiction.

Manager-in-Charge- means a CPKC manager as designated or otherwise identified by CPKC as being responsible for overseeing the work to be performed, such Manager-in-Charge may include, but is not limited to local CPKC Management, Superintendents, Chief Engineers, and Project Managers, etc.

Mobile Equipment- means any motorized and self-propelled equipment, excluding railroad equipment and highway vehicles, but including, for example, forklifts, tractors, cranes, ATVs, mules, motorized scissor lifts, telescopic boom lifts, and similar equipment that are not designed to operate or move on railroad tracks.

Office Premises- means any building, facility, or portion thereof, or other premises, whether owned or controlled by CPKC, which is used solely for clerical or administrative purposes, and which does not contain heavy equipment or machinery, as designated by CPKC from time to time.

Qualified and Authorized- means a status attained by a person who has successfully completed any required training and demonstrated proficiency in the duties of a particular position or function and who has been given the right to act.

Railroad Equipment- means trains, locomotives, railcars, on track equipment (track units), hi-rail vehicles and any other equipment designed to operate or move on railroad tracks.

Site Safety Plan- means a documented plan which set out how work is to be conducted in a safe manner, as required by applicable legislation, see 6.1).

Third Party Project- means any work being performed on CPKC property that CPKC is not managing (i.e., road authority, utility company, commuter agency, or other similar entity, are on CPKC property for their own purposes, and not a project sponsored or managed by CPKC.

Work- means the provision of products and services and related activities.

Work Site- means any CPKC property where CPKC personnel or contractor personnel are present, or permitted to be present, while engaged in any Work, including any railroad equipment, mobile equipment and highway vehicles operated by or used to convey a person engaged in such Work. This applies also to work immediately adjacent to CPKC property which can pose a risk to safe railway operations (i.e., blasting, excavation next to right-of-way (ROW), etc.).

4.0 Interpretation and Application

4.1 Where legislation is referred to in these Safety Requirements, it shall include all amendments and replacements thereto as promulgated from time to time.

4.2 Where standards, such as those of the Canadian Standards Association (CSA), are referred to in these Safety Requirements, they shall include all amendments and replacements thereof from time to time.

4.3 Where there is any ambiguity, inconsistencies, or omissions between or among any agreements with CPKC, expressed or implied; any applicable legislations; any applicable CPKC policies and practices; and any applicable industrial standards and practices, contractor and contractor personnel shall adhere to that which is most stringent and current.

5.0 Contractor Compliance and Responsibilities

5.1 General Compliance

5.1.1 The contractor shall be fully and solely responsible for ensuring the health and safety of contractor personnel and for ensuring that its work and other activities do not compromise the health and safety of CPKC personnel or any other party, the protection of the environment, the protection of CPKC's property and those of any other party, and do not interfere with the safety of CPKC's railroad operations.

5.1.2 The contractor shall comply with and shall ensure all of contractor personnel are trained and qualified to safely perform the Work and that they comply with all Applicable Legislation pertaining to the protection against fire, safety, health, and environmental hazards, and with any license, permits, authorizations issued by the respective authority.

5.1.3 The contractor shall comply with and shall ensure all of contractor personnel comply with all terms and conditions of all agreements, expressed or implied, between contractor and CPKC, and all applicable CPKC policies and practices.

5.1.4 Subject to the requirements of CPKC's Access Control Procedures, the contractor shall provide CPKC eRailsafe training for each employee engaged in work on CPKC property.

Where there is no agreement between CPKC and the contractor, the contractor is responsible for meeting the additional requirements outlines within CPKC's Access Control Procedures.

5.1.5 The contractor shall provide contractor personnel, at its own expense, all safety equipment required to protect against injuries during the performance of the work and shall ensure that contractor personnel are knowledgeable of and utilize safe practices in performing the work.

5.1.6 The contractor shall always have a copy of the documents listed below at the work site, and shall produce them as and when requested by CPKC:

a) Safety Requirements for Contractors Working on CPKC Property in Canada.

b) Licenses, certifications, permits, training records or other documents required by applicable legislation or these safety requirements.

c) Contractor's site safety plan.

d) Contractor's Emergency Information Sheet (see Attachment A) / Worksite Information Sheet (see Attachment B).

e) Any additional documents required by contract or by agreement with Manager-in-Charge.

f) Employee identification (eRailsafe badge or equivalent, see 11.1.1).

5.2 Compliance Assurance

5.2.1 CPKC reserves the right to observe, inspect, test and audit contractor and contractor personnel for compliance with all requirements herein, and to demand and receive all relevant records, documentation, and materials evidencing compliance, at any time, and from time to time.

5.2.2 Failure of the contractor or contractor personnel to comply with any applicable provisions herein may be considered a material breach, and in addition to all other remedies available, CPKC may without prejudice:

a) take over control of that work or activity.

b) order the work to stop, and / or

c) order contractor personnel to leave CPKC Property.

5.2.3 Upon the earlier of the completion of the work, the expiration of the applicable agreement, or the request of a Manager-in-Charge, contractor and contractor personnel shall return all identification, badges, access cards, and decals, issued or provided by CPKC to the Manager-in-Charge.

6.0 Site Safety Plans

6.1 General Requirements

6.1.1 Prior to starting any work on CPKC Property, the contractor must have a written site safety plan that identifies:

a) All applicable legislation, rules, policies, and work practices in relation to the work being performed.

b) Specific hazards that are associated with the work being performed on CPKC property for CPKC, and work being performed not for CPKC:

For example:

i) Construction, maintenance, or inspections of buildings.

ii) Working on or adjacent to railroad tracks.

iii) Maintenance or inspection or railroad tracks, crossings, or signal systems.

iv) Operating railroad equipment on CPKC tracks, or

v) When / where contractor personnel work directly with or in proximity (time or space) to CPKC personnel.

c) Methods of verifying compliance.

6.1.2 The contractor will provide Manager-In-Charge with a copy of this site safety plan on reasonable request.

6.1.3 The contractor must be able to demonstrate an awareness of applicable legislation, rules, policies, and work practices in relation to the work being performed.

7.0 Safety Training

7.1 Training & Qualifications

7.1.1 At its sole cost and expense, contractor shall ensure that all contractor personnel be fully trained and qualified for the work they will be performing. Contractors and contractor personnel shall meet, or exceed, all applicable legislation requirements relating to training and qualification, including but not limited to provide training documentation to ISNetworld for filing / record keeping as per CPKC Access Control Policy / Procedure.

7.1.2 Additionally, contractor personnel training and qualification shall meet or exceed all applicable industry standards.

7.2 Proof of Training & Qualification

7.2.1 Contractor personnel shall always have proof of such training and qualifications and shall produce them as and when requested by the Manager-in-Charge.

7.2.2 CPKC reserves the right to inspect qualification certificates, licenses, training records and / or work history records for any contractor personnel, and, or to be provided with copies thereof, on reasonable request. In addition, CPKC reserves the right to perform eTests on contractor employees, and request discipline for non-conformance.

8.0 Safety Orientation

8.1 General Requirements

8.1.1 Prior to beginning work, all contractor personnel shall participate in a CPKC authorized safety orientation, including on-site orientation presented by the Manager-in-Charge or designate.

8.1.2 Any time the scope of work, location, condition or supervision changes, contractor personnel may be required to attend additional safety orientation sessions.

8.1.3 After successful completion of such safety orientation, contractors must be able to produce company identification or an eRailsafe photo identification badge authorizing access to CPKC property unescorted for the purposes of conducting work. Managers can enter the tracking code into Compliance Management (CM). Third parties who hire subcontractors must ensure required compliance while on CPKC property. An eRailsafe identification card shall be worn or be always made visible or produced upon request and cannot be transferred under any circumstances.

9.0 Job Safety Briefing

9.1.1 Contractor personnel shall attend all job safety briefings as and when conducted. Contractor personnel shall be solely and fully responsible for understanding the content of the job safety briefing, and shall:

a) understand the scope of work to be performed and an appreciation of the nature of the location, environment, and conditions where such work is to be performed.

b) be aware of specific or unusual hazardous condition, existing or potential and the control measures required to protect against, control, mitigate, or where possible, avoid said hazard, and

c) have an emergency response plan / evacuation procedures.

9.1.2 Where contractor personnel are working directly with or in proximity (time or space) to CPKC personnel, job safety briefings must include both CPKC personnel and contractor personnel, and any other affected third parties. The job safety briefing shall identify nature and extent of the interaction between the work being performed by contractor personnel, and those performed by CPKC personnel or other third parties. Contractor personnel shall inform CPKC personnel, and any other third parties of known or potential unsafe conditions and hazards that may be created by, resulting from, or inherent in their work and the corresponding preventative, mitigation, and / or control measures at all job briefings prior to commencing work, or as soon as contractor personnel becomes aware of such conditions.

9.1.3 In all situations, all contractor personnel are expected to:

a) continually identify hazards and assess risk of hazards and to communicate all hazards continually and clearly to the Manager-in-Charge and to all other parties that may be affected at job safety briefings, and at any other time as and when appropriate or necessary.

b) take actions that are within their assigned responsibility to eliminate or control hazards and risks, and

c) immediately notify their supervisor or the Manager-in-Charge of hazards that pose unacceptable risk that they are unable to eliminate or control.

9.1.4 Where contractor personnel are unable to eliminate or control a hazard, contractor personnel shall take interim measures to protect people, property, equipment, and the environment until the hazard can be accurately assessed and appropriate corrective actions taken.

10.0 Applicable Legislation

10.1 General Requirements

10.1.1 Contractor and contractor personnel shall be solely responsible for identifying and complying with all applicable legislation. Contractors and contractor personnel providing work to CPKC are likewise required to comply with all applicable provincial and federal legislation. Contactor and contractor personnel shall comply with the federal legislations set out below which list is intended solely for general guidance, and not as a comprehensive list of all applicable legislation.

10.1.2 Additionally, the Railway Association of Canada (RAC) is an industry association which can provide support and guidance on matters related to railroad safety and the transportation of dangerous goods.

10.2 Transportation of Dangerous Goods

10.2.1 When work involves the handling or transportation of dangerous goods, that work must comply with Transportation of Dangerous Goods Act (TDG).

10.2.2 Contractors shall be solely responsible for ensuring that all contractor personnel who handles, offers for transport and / or transports hazmat by any transportation mode are trained and hold a valid training certificate or is working under the direct supervision of someone who is trained and holds a valid training certificate. That training must be based on the work that the person is expected to perform and the hazmat that the person is expected to handle, offer for transport or transport.

10.2.3 Transport Canada enables the Transportation of Dangerous Goods Act to publish Transportation of Dangerous Goods Regulation. The TDG Regulations divide dangerous goods into 9 classes according to the type of hazard they present.

10.3 Canada Labour Code

10.3.1 When work involves the construction, alteration, operation, inspection, and maintenance of any part work of the general railroad system of transportation, that work must comply with the Part II of the Canada Labour Code.

10.3.2 Additionally, contractor and contractor personnel shall comply with all applicable provisions of the Occupational Health and Safety Regulations (COHS) which are intended to prevent accidents and injuries to employees working for federally regulated companies. Compliance with these regulations may extend to contractors, depending on the type of Work being done and their proximity to CPKC Personnel (i.e., Co-mingled Work). Alternatively, provincial occupational health & safety regulations will govern contractors.

10.4 Railway Safety Act

10.4.1 The Railway Safety Act (RSA) governs all federally certified railways in Canada and some provincial railways through various agreements with Transport Canada.

10.4.2 The Railway Safety Act addresses all matters relating to the construction, alteration, operation, inspection, and maintenance of all railway equipment, and contains training and qualification requirements for certain types of Work. When applicable, contractor and contractor personnel shall perform Work in accordance with the Railway Safety Act, as directly bound by it.

10.5 Environmental Protection Act

10.5.1 Where work is being performed that may impact the environment, that work must comply with all applicable federal and provincial environmental acts and regulations.

10.5.2 Some examples of applicable legislations include the Canadian Environmental Protection Act, Fisheries Act, Navigable Waters Protection Act, Species at Risk Act, Migratory Birds Convention Act, and all corresponding Regulations. Provincial requirements are normally set out in a general Environmental Protection Act which is complemented by numerous regulations addressing more specific areas of concern. Canadian Environmental Protection Act: https://laws-lois.justice.gc.ca/eng/acts/c-15.31/

11.0 Security Access to CPKC Property

11.1.1 All contractor personnel must have a valid eRailsafe photo identification card (when / where required) or personal identification (as per the list below) authorizing access and in their possession at all times while on CPKC property, and present them for review to any Manager-in-Charge, other CPKC managers and employees, police officer, security guard, or regulatory officer upon request:

- Photo identification (e.g., driver's license); and
- Proof of employment, document, or card; and
- CPKC safety orientation certificate, or
- Building access pass issued by CPKC, or third-party having control over CPKC premises, or
- CPKC security photo ID card or badge, or
- Other proof of safety orientation and access authorization issued by CPKC.

11.1.2 Where any work requires contractor personnel to ride in locomotive or other non-passenger railroad equipment, the contractor must also possess a CPKC Access Pass for riding non-passenger railroad equipment, signed by the responsible operating manager. Such a signed pass must be presented to the train crew or operator when boarding the equipment. Failure to possess such a pass will result in the equipment not moving, removal from the equipment, and / or the filing of trespasser charges.

11.2 Security Awareness

11.2.1 Contractor shall conduct employee background checks as is necessary to ensure that contractor personnel do not pose a security risk to CPKC, such security risk includes the risk of the commission of terrorist activities, sabotage, vandalism, theft, and violence. CPKC reserves the right, at all times, to require that contractors undertake certain security training and / or performs background checks on contractor personnel, prior to allowing such contractor personnel to enter onto CPKC property.

11.2.2 On request CPKC can make available a copy of CPKC's Railway Security Awareness Program for use by contractor personnel.

11.3 Firearms & Explosives

11.3.1 Firearms (loaded or empty) are not permitted on CPKC property, except for police officers and other designated government officials when authorized to do so.

11.3.2 No explosives will be permitted on CPKC property without written approval by the Manager-in-Charge.

11.4 Reporting

Contractor personnel must report any security concern, security incident, criminal activity (known or suspected), suspicious happenings and / or suspicious persons on CPKC property to the Manager-in-Charge or to CPKC Police Services in accordance with Section 20.

12.0 Personal Conduct

12.1 Drug and Alcohol Standards

CPKC recognizes the problem of alcohol and substance abuse in today's society. This problem poses concerns to an employer who is subject to governmental regulations and seeks to promote the safety of the general public. Periodic audits to ensure compliance with these regulations may be performed and cooperation and compliance is expected upon request.

12.1.1 Contractor personnel shall comply with CPKC Alcohol and Drug Policy and Procedure while under contract to perform services for CPKC. Any contravention of these requirements will be considered a breach of contract.

12.1.2 Entry onto CPKC property when in possession of, or under the influence of alcohol, intoxicants, narcotics, or controlled substances is strictly prohibited. Controlled substances include all Schedule 1 drugs (such as marijuana and "medical marijuana") and synthetic / designer drugs and / or any intoxicants or products labeled "not intended for human consumption".

12.1.3 The sale, trade, and / or offer for sale alcohol or controlled substances are prohibited.

12.1.4 Additionally, contractor personnel shall be free of any condition which may in any way adversely affect alertness, concentration, responsiveness, or the ability react calmly and responsibly to safety hazards.

12.1.5 CPKC reserves the right to request drug and / or alcohol tests for contractor personnel as and where required or permitted by law.

12.1.6 In the event of a contract worker is directly involved in a significant work-related incident as described by CPKC Alcohol and Drug Policy and Procedure, the work may be subject to Post Incident testing under the CPKC Testing program. They may be removed from CPKC premises pending the results of the investigation, including receipt of alcohol and drug testing results.

Depending on the test results and the outcome of the investigation, a fitness for work medical assessment may also be required through the primary contractor before the contractor can return to CPKC premises or work. CPKC reserves the right not to allow a contractor back on the property or to CPKC work.

12.2 Inappropriate Behavior

12.2.1 CPKC is committed to maintaining a work environment that supports the dignity of all individuals. No person working at CPKC may be subjected to any form of discrimination or harassment, including sexual harassment.

12.2.2 Acts or threats of violence are always unacceptable on CPKC property. Uttering of threats or committing acts of violence will result in the removal of the responsible contractor personnel from CPKC property, termination of the contract, and / or criminal charges.

12.2.3 Horseplay, practical jokes, fighting or any other activity that may create a safety hazard is not permitted.

12.2.4 Inappropriate language directed at any CPKC employee or agent of CPKC, will not be tolerated.

12.3 Electronic Entertainment and Communication Devices

12.3.1 The use of personal cell phones, personal entertainment devices, including portable audio and video devices such as compact DVD, CD, video game players, iPads / tablets, SMART watches, and MP3 players, is prohibited:

a) while working on CPKC property.

b) while transporting CPKC personnel, whether on and off CPKC property, and

c) while operating any CPKC highway vehicle, railroad equipment or mobile equipment, whether on and off CPKC property.

12.3.2 The use of electronic communication devices, including cell phones, walkie-talkies, PDAs, iPads, tablets, GPS navigation units, portable computers, and similar devices, is prohibited:

a) while operating any highway vehicle unless it is stopped and parked in a safe location.

b) while transporting CPKC personnel, whether on and off CPKC property.

c) while operating or assisting in the operation of any railroad equipment or mobile equipment.

d) while operating power tools, equipment, or machinery.

e) when Foul of Track for any reason.

f) wherever use is prohibited by signage or by a CPKC manager, or

g) whenever use of such a device creates an unsafe condition.

12.3.3 Notwithstanding the foregoing, company cell phones, radios, walkie-talkies, GPS units, iPads / tablets, and other communication devices may be used solely for the conduct of business when authorized by the CPKC Manager-in-Charge and where not prohibited by municipal or provincial legislation. Any electronic communication device may be used when it is necessary to communicate an emergency condition.

12.4 Smoking

12.4.1 Smoking, including the use of e-cigarettes is prohibited on all CPKC property, and in or on all highway vehicles, railroad equipment, and mobile equipment, except for CPKC designated outdoor smoking areas.

13.0 Personal Protection

13.1 Work Clothing

13.1.1 The contractor must ensure that contractor personnel wear clothing that meets applicable legislation and is suitable to perform the work safely. This always includes at minimum ankle length pants and waist length shirts with a minimum quarter-length sleeves. Clothing must not interfere with vision, hearing or use of hands and feet.

13.2 Personal Protective Equipment (PPE)

13.2.1 The contractor shall ensure that contractor personnel wear personal protective equipment required by applicable legislation, regulations, codes and industry standards as necessary to protect against personal injuries while on railroad property. All personal protective equipment shall be approved by the Canadian Standards Associations (CSA) or by the American National Standards Institute (ANSI) and shall be in good condition and be properly fitted.

13.2.2 The following mandatory personal protective equipment ("PPE") shall be supplied by the contractor at its own expense, and shall be always worn by contractor personnel while on CPKC property:

- Safety hard hat, meeting CSA standard Z94.1 or ANSI 89.1 standards, except in office buildings or in enclosed vehicles or equipment.
- Safety footwear with protective toe caps and puncture resistant soles, meeting CSA standard Z195 (Green Triangle – Grade 1).
- Safety glasses with permanently attached side shields meeting CSA standard Z94.3 standards, except in office buildings or enclosed highway vehicles.
- High visibility fluorescent outerwear with retro reflective striping meeting CSA standard Z96 Class 2 Level 2 standards not covered by other clothing or equipment, except where necessary for safety reasons such as where fall protection or pole climbing equipment is being used.
- Any other PPE as required by applicable legislation, CSA / ANSI standard, or as otherwise required to protect contractor personnel from injuries.

Type of Protection	Additional Recommendations
Hard Hats	Have hi-visibility characteristics which are not obscured by markings or decals.
Safety Eyewear	Tinted safety eyewear must meet military tinting standards for red signal recognition if operating railway equipment (safety eyewear meeting this requirement is available from Grainger Canada, ask for CPKC approved tinted safety eyewear). Polarized lenses are discouraged and should be worn with caution when required to view LCD / LED screens. Transition lenses are discouraged and should be worn with caution when working in changing light conditions. Personal sunglasses are discouraged and must not be worn when operating railway equipment. Wear mesh face shields over top safety glasses when using any striking tool while performing on track maintenance work (e.g., spiking, snapping on/off anchors, etc.). If working alongside CPKC employees, you will be required to comply with this practice.
Safety Footwear	Have defined heels. Laced fully to the top and tied securely for ankle support. When required to walk or work on snow and ice wear anti-slip winter footwear.
High Visibility Apparel	Lime-green is recommended when working on, or near tracks, or when performing work in proximity to CPKC personnel.

13.2.3 Contractor and contractor personnel shall be solely and fully responsible for assessing the risks related to the work and determining whether additional PPE may be required such as:

a) Nomex or Proban fire-retardant protective gear when performing certain Transportation of Dangerous Goods (TDG) work and / or handling certain Hazardous Materials or performing specialized work.

b) Hearing protection when working in any area where noise exposure levels:

i) are consistently equal to or greater 85 dBA.

ii) exceed 115 dBA at any time.

iii) any other work areas where posted, or so notified by CPKC management.

c) Respiratory protection where contractor personnel may be exposed to occupational dusts / particulates, fumes, mists, gases and vapors, in which case, in which case contractors must have a written Respiratory Protection Program that meets or exceeds applicable legislation.

d) Additional eye and face protection meeting CSA standard Z94.3 (i.e. face shields, impact / splash goggles, welding / cutting goggles and welding helmets).

e) Fall protection systems and equipment meeting appropriate ANSI Z359 standards as required by applicable legislation and as appropriate for the related fall hazards.

f) Fall protection when working on an unguarded surface over water, where the water is deeper than 4 feet (1.2 m), or where there is a hazard of drowning due to terrain, winter conditions, water velocity or current; contractors must use a fall protection system or a personal floatation device (PFD) meeting approved standards.

14.0 Railroad Track Protection

14.1 Contractor's Responsibilities for the Protection of Railroad Traffic and Property

14.1.1 Where the work site is in close proximity to, or is located on, above, or below railroad tracks, special attention, care and precautions shall be taken to ensure the safety of all contractor personnel, CPKC personnel, all other third parties and to protect CPKC's property and railroad operations.

14.1.2 Contractor shall ensure that contractor personnel are made aware of all unique and inherent hazards in working near, on, above or below railroad tracks and shall ensure that all contractor personnel are fully trained and equipped to work safely.

14.1.3 Contractors will not be allowed to foul a track unless:

a) They have been properly advised of the On Track Safety awareness procedures.

b) A railroad employee who is qualified to provide protection is present at the work site, or

c) The contractor has personnel present who are specifically trained, qualified, and authorized to provide that protection.

14.1.4 All work shall be organized or executed in such a manner as to ensure no interference with the regularity and safety of railroad operations. No step or sequence of any work that might directly or indirectly affect the safe movement of railroad traffic shall be started without the approval of the Manager-in-Charge.

14.1.5 No temporary structure, materials, or equipment shall be permitted closer than 12 feet (3.7 m) to the nearest rail of any track without prior approval in writing of the Manager-in-Charge.

Contractor personnel shall always remain alert to the movement of trains, rolling stock and other railroad equipment.

14.1.6 Contractor Personnel shall be especially alert in yards and terminal areas as

a) Railroad equipment that appears to be stationary may be moving.

b) Rate of movement of railroad equipment may be faster than it appears.

c) Railroad equipment change tracks often; and movements may be occurring simultaneously on adjacent tracks.

14.1.7 The contractor shall always conduct its operations in a wholly responsible manner to avoid damage to the CPKC's tracks or property.

14.2 Clearance Requirements (50 feet / 15.2 m)

14.2.1 All work shall be performed as far away from railroad tracks as possible.

14.2.2 Unless authorized by CPKC, contractor personnel, equipment, and vehicles are not permitted to be within 50 feet (15.2 m) of the closest track centerline.

14.2.3 In the event work must be carried out within 50 feet (15.2 m) of the closest track written authorization must be obtained from the Manager-in-Charge, and contractor personnel must always remain at the maximum practicable distance from all railroad tracks.

14.2.4 When crossing tracks, contractor personnel shall ensure a minimum of 50 feet (15.2 m) separation between standing railroad equipment, stay at least 15 feet (4.6 m) away from the end of the nearest equipment, and look both ways before crossing tracks, and if clear, walk at a right angle to the tracks.

14.2.5 No work activities or processes are allowed within 50 feet (15.2 m) of the track while trains are passing through the work site unless specifically authorized.

14.3 Flagging Protection

14.3.1 When the work requires contractor personnel to be within 50 feet (15.2 m) of any railroad tracks, contractor or contractor personnel shall notify and obtain the written approval of the Manager-in-Charge in advance of the intended start date, and when approved, shall only perform work strictly in accordance with all terms and conditions of that approval.

14.3.2 Unless otherwise indicated by the Manager-in-Charge, proper protection against the movement of trains, rolling stock and other railroad equipment shall be deemed always required whenever work or contractor personnel must be within 50 feet (15.2 m) of the closet track. Protection may be provided only by a qualified CPKC employee through use of a flag person.

14.3.3 Where CPKC determines that flagging is required, then work must be strictly conducted under the direction of a CPKC flag person, or such other person designated by the Manager-in-Charge.

14.3.4 Contractor personnel shall ensure that there is always clear communication between contractor personnel and any CPKC flag person. Contractor personnel shall ensure that they are aware of:

(a) flagging distance limits.

(b) time limits, and

(c) any adjacent tracks where movement of railroad equipment may still occur.

14.3.5 Contractor personnel shall not assume that a train movement is being stopped or cleared unless clear communication is received directly from the CPKC flag person.

14.3.6 A job briefing between the CPKC flag person, and all contractor personnel must occur before beginning any work on or foul of track.

14.3.7 Blue signal protection is used to indicate that CPKC or contractor personnel are working on, under or between railroad equipment and movement of trains or other railroad equipment is prohibited. Blue signals must not be tampered with or obstructed. Blue signals can only be removed by the person or group of persons who originally applied it. Application, use, and removal of blue signals, when appropriate, may only be done under the authorization and guidance of the Manager-in-Charge.

14.3.8 Red flag protection is used to indicate that CPKC or contractor personnel are working on or foul of track, or the track is out of service and movement of trains or other railroad equipment is prohibited. Red flags must not be tampered with or obstructed. Application, use, and removal of red flags, when appropriate, may only be done under the authorization and guidance of the Manager-in- Charge.

14.4 Working on or near Tracks

14.4.1 When authorized to perform work foul of track or otherwise be near railroad tracks, contractor personnel shall ensure all contractor personnel, equipment, and vehicles are kept as far away from railroad tracks as practicable, and shall at all times:

(a) be alert to train movements and shall expect the movement of trains, engines, cars, or other mobile railroad equipment at any time, on any track, and in any direction, even if they appear to be stationary or in storage.

(b) not rely on others to protect them from train movement.

(c) stay at least 15 feet (4.6 m) away from the ends of railroad equipment when crossing the track.

(d) ensure a minimum of 50 feet (15.2 m) separation prior to crossing between railroad equipment.

(e) look both ways before crossing tracks, and if clear, walk at a right angle to them.

(f) never climb on, under or between railroad equipment.

(g) be aware of the location of structures or obstructions where track clearances are close.

(h) not stand on the track in front of an approaching engine, car, or other equipment.

(i) stand at least 20 feet (6.1 m) from the track(s) when there is a passing movement of trains, engines, cars, or other mobile railroad equipment, to prevent injury from flying debris or loose rigging and shall observe the train as it passes and be prepared to take evasive action in the event of an emergency.

(j) not stand on or between adjacent tracks in multiple track territory when a train is passing.

(k) not walk, stand or sit on the rails, between rails or on the end of ties, unless necessary. As the rail surface can be extremely slippery, personnel must step over the rails when crossing tracks. Personnel shall also be aware railroad ties can also be slippery and that railroad ballast can shift while walking on top of it. Situational awareness and use of proper footwear is important.

(l) not remain in a vehicle that is within 50 feet (15.2 m) of a passing train unless specifically authorized, or where this is not possible.

(m) keep away from track switches as remotely operated switch points can move unexpectedly with enough force to crush ballast rock. Personnel shall stay away from any other railroad devices they are unsure of. Personnel shall not disturb or foul the ballast at any time.

(n) Third party work that has a potential to impact rail traffic must consider machine swing radius, vertical grade differences, overhead work, etc. to ensure it will not impact a passing train; work and equipment must maintain 50 feet (15.2 m) of a passing train.

(o) When exiting on track machinery as trains are passing; exit on the opposite side.

i) use 3-point contact when getting on / off any vehicle, equipment, or track unit.

ii) face the vehicle or equipment / track unit when getting on / off.

iii) place handheld items onto equipment / track unit or seek help prior to getting on / off.

iv) get on / off on the operators' side when possible.

14.5 Equipment on or near tracks

14.5.1 Contractor personnel shall not be Foul of Track with any piece of equipment without a CPKC flag person or other authorized track protection.

14.5.2 Contractor personnel shall not move equipment across the tracks except at established road crossings, or unless under the protection and authorization of a CPKC flag person and only if the work site has been properly prepared for such a move. Tracked equipment will require a CPKC flag person any time railroad tracks are crossed.

14.5.3 Contractor personnel shall not move equipment across railroad bridges or through tunnels, except as expressly authorized and only under such conditions as stipulated by the Manager-in-Charge.

14.5.4 When there is passing rail traffic, contractor personnel shall move equipment away from the tracks at least 50 feet (15.2 m), or where not possible, park the equipment as far away from the tracks as possible, exit to the side away from the track where the movement is taking place, and walk to a safe a distance.

14.5.5 When there is passing rail traffic, buckets, shovels, and loads on cranes must be lowered to the ground to rest, and cranes without a load must have their load line tightened or retracted to prevent movement.

14.6 Railroad Signs, Signals, Flags, and other Communication Infrastructure

14.6.1 Signs, signals and flags shall not be obstructed, removed, relocated, disabled, or altered in any way without proper authorization and qualification.

14.6.2 Only qualified contractor personnel who are authorized by CPKC are permitted to operate switches, derails, electric track mechanisms, signal and communication systems or other track control appliances.

14.6.3 Railroad pole lines carry electric power and should be treated as any other power lines.

14.6.4 The contractor shall keep all contractor personnel informed of current weather conditions.

Personnel shall stay alert for possible high-water conditions, or flash floods. During severe weather conditions:

a) Personnel shall be prepared to take cover in the event of a tornado.

b) Personnel shall not work while lightning is occurring.

c) If storm conditions arise unexpectedly, contractor personnel shall ensure that equipment is in the clear of the tracks and secured before seeking cover. Contractor personnel shall stay away from railroad tracks when visibility is poor, such as during fog or blizzard conditions.

Any contractor personnel discovering a hazardous or potentially unsafe condition, which may affect the safe passage of railroad traffic, must advise CPKC immediately by calling:

- 1-800-716-9132 - CPKC Public Safety Communication Centre (PSCC)

14.7 Excavation

14.7.1 Before starting excavation operations, the contractor shall ascertain that there are no underground wires, fiber optic cables, pipelines or other utilities which could be damaged or, if present, that such installations are properly protected. Fiber optic cables are present on most segments of the right- of-way. Prior to commencing any excavation, the contractor shall contact the proper authority CPKC and / or public utility to obtain the necessary permit and to locate and protect such cables or other underground utilities.

14.7.2 Excavations shall not be left unattended unless they are properly protected; and the Manager-in-Charge shall be notified.

14.7.3 Contractors must obtain and maintain utility locates in accordance with applicable law.

15.0 WHMIS

15.1 General Requirements

15.1.1 If at any time contractor's work involves the use, handling, storage, or disposal of hazardous materials ("Handling of Hazardous Materials"), contractor personnel must inform the Manager-in- Charge.

15.1.2 Contractors shall ensure that all contractor personnel are fully trained in the handling of hazardous materials and that contractor and contractor personnel are in full compliance with all applicable legislation, and as directed by the Manager-in-Charge.

15.1.3 Contractor personnel shall have appropriate processes, systems and controls in place to prevent or otherwise mitigate potential environmental, health and safety risks associated with the handling of hazardous materials.

15.2 Access to Safety Data Sheets (SDS)

15.2.1 Prior to beginning any work that may expose CPKC personnel to hazardous materials, contractor or contractor personnel shall:

a) provide a copy of the respective SDS to the Manager-in-Charge, and

b) keep a copy of the SDS at the work site and ensure that it is always readily available.

15.3 Hazardous Material Incident or Spill

15.3.1 In the event of a hazardous material incident or spill, the contractor must:

(a) ensure that no contractor or CPKC personnel have or will be exposed

(b) take all reasonable actions to contain the spill

(c) respond in accordance with its emergency response plan, and

(d) notify CPKC immediately in accordance with Section 18 below.

16.0 Operation of Highway Vehicles

16.1 Highway Vehicles

161.1 The following requirements apply to all highway vehicles, when operated on CPKC property; or used to transport CPKC personnel.

16.2 Regulations and Inspection

16.2.1 Before using a highway vehicle, contractor personnel shall:

(a) complete a pre-trip inspection.

(b) maintain an inspection log.

(c) ensure periodic inspections are completed at official testing locations as required.

(d) ensure the vehicle is always maintained and in safe operating conditions, and

(e) ensure the vehicle is in compliance with applicable motor vehicle regulations and license requirements.

16.2.2 Vehicle maintenance, inspection records and logs must be made available to the Manager-in-Charge on request.

16.3 Vehicle Operator Requirements

16.3.1 Operation of highway vehicles is restricted to those contractor personnel who are licensed, qualified and authorized to do so. Such contractor personnel shall be always responsible for the safety of all passengers. For greater certainty, such contractor personnel shall:

(a) hold a valid license for the class of vehicle being operated, in accordance with applicable local, provincial, and federal requirements.

(b) strictly comply with all posted traffic signs, signals, and all shall obey all applicable legislation,

(c) maintain the required driver log, and make the log available to the Manager-in-Charge on request, and

(d) comply with the requirements on the use of electronic devices as set out in Section 12 above.

16.4 Driving on CPKC Property

16.4.1 In addition to the requirements set out above, while on CPKC property, contractor personnel shall:

(a) travel only on designated roadways unless otherwise instructed.

(b) keep daytime running lights on (if so equipped).

(c) not exceed 15 mph (25 Km/h) unless otherwise posted.

(d) come to a full stop at all blind corners, rail, and roadway crossings.

(e) yield the right of way to all mobile equipment and other non-highway equipment or service vehicles.

(f) not operate vehicles (or any internal combustion equipment) inside buildings or enclosed structures unless adequate ventilation is provided.

(g) not park foul of track unless on-track protection is provided.

(h) not leave vehicles running unnecessarily.

(i) park only in pre-determined or designated areas.

(j) always use the parking brake (or wheel chocks) when leaving an unoccupied vehicle running.

(k) prior to operation of a vehicle the driver must conduct a walk around of the vehicle to identify any obstacles, clearance restrictions, or adjacent vehicles that may interfere with executing a safe movement.

(l) where safe and practicable, pull vehicles through or back into marked parking spaces to avoid reverse collisions when exiting.

(m) If a passenger is present, in commercial vehicles or vehicles with restricted rear views, he / she must exit the vehicle prior to a reverse movement to provide guidance and direction to the driver while backing up.

16.4.2 All contractor personnel who will be operating a highway vehicle or mobile equipment in any CPKC intermodal facility must complete the local Driver Safety Orientation (DSO) program prior to first entry, and from time-to-time thereafter as directed by the Manager-in-Charge.

16.5 Seat Belts

16.5.1 Seat belts must always be worn while operating or riding in any equipped vehicle unless contractor personnel is actively engaged in inspections requiring said contractor personnel to be free of such restraint, and then only when the vehicle is operating at less than 15 mph / 25 Km/h.

16.6 Loads

16.6.1 Contractor personnel shall ensure vehicles are loaded according to weight and dimensional requirements as authorized by provincial regulations and permits, and properly load and secure tools, material, equipment, and freight to avoid shifting, falling, leaking or otherwise escaping from vehicles during operation.

16.7 Riding in CPKC Vehicles

16.7.1 Contractor personnel are prohibited from operating or riding in any CPKC vehicles unless authorized to do so, or in case of emergency.

17.0 Tools, Equipment and Machinery

17.1 General Safety Requirements Respecting All Tools, Equipment and Machinery

17.1.1 Contractor personnel shall ensure that all tools, equipment, and machinery used be:

(a) in compliance with all applicable legislation.

(b) in good working order, properly serviced and maintained.

(c) safe for their proposed use and used only for purposes specified by the manufacturer.

(d) operated and maintained only by persons properly trained and qualified for that duty.

(e) seat belts (if present on equipment) must be worn while operating or riding any such equipped mobile equipment.

(f) if mobile, equipped with appropriate safety devices (e.g., lights, horns, back-up alarms, safety beacons), and

(g) be prevented from moving, through use of the hand brake, wheel blocking, wheel chocking and / or a derail, where applicable.

17.1.2 The contractor shall provide adequate lighting when performing work between sunset and sunrise.

17.1.3 Use of CPKC tools, equipment and machinery by contractor personnel is prohibited unless specifically authorized by local CPKC management.

17.2 Hazardous Energy Control- Lockout /Tagout

17.2.1 Contractor personnel shall employ lockout / tagout procedures as required to eliminate the accidental or unexpected start-up, energizing, or release of stored (residual) energy during maintenance, repair and / or servicing activities.

17.2.2 All tools, equipment and machinery must be made safe and isolated from all energy sources rendering the machine, equipment, or process inoperative prior to performing maintenance, repair or servicing related tasks.

17.2.3 No contractor personnel can remove any CPKC applied lock or tag, including bad-order tags.

17.2.4 Notwithstanding the foregoing, if contractor's work may create an energy hazard to any CPKC.

Personnel, then all affected parties must follow the requirements set forth in CPKC's Lockout – Hazardous Energy Control Policy and Code of Practice.

17.2.5 If CPKC personnel and contractors are jointly performing maintenance, repair or servicing activities on the same machine, equipment or using the same energy source, then a multi-lock hasp must be applied with individual locks and tags affixed (as per CPKC's Hazardous Energy Control – Lockout Policy and Procedure.

17.3 Electrical Safety Requirements

17.3.1 In addition to the hazardous energy control lockout requirements above, all electrical work must comply with applicable legislation, National Electrical Code (NEC), and National Fire Protection Association (NFPA) requirements.

17.3.2 Contractor personnel working on electrical systems must:

(a) if in proximity to CPKC Personnel, inform them of:
  (i) existing or potential electrical hazards,
  (ii) any specific additional personal protective equipment that may be required,
  (iii) applicable safe work practices,
  (iv) applicable emergency and evacuation procedures, and
  (v) apply lock out procedures as per the section above on Hazardous Energy Control- Lockout.

(b) have practices, procedures and training that comply with:
  (i) Applicable sections of the NEC and NFPA electrical safety standards.
  (ii) Any other applicable legislation.

(c) not operate or allow cranes or other mobile equipment to approach closer to any live electrical power line as per CSA Z150 Safety Code on Mobile Cranes.

17.4 Lifting Devices

17.4.1 All lifting devices, including but not limited to jacks, cranes, cables, slings, chains, and hooks shall:

(a) meet applicable legislation governing design, inspection, maintenance, and operation.

(b) be safety certified and labeled or tagged with load capacity limits where required.

(c) have sufficient capacity for the planned lift.

(d) have sufficient footing or support area to properly distribute the load during a lift.

17.5 Welding and Torch Cutting

17.5.1 When welding or torch cutting, contractor personnel shall:

(a) be properly trained and qualified.

(b) ensure that all closed containers have been properly purged.

(c) direct flame or sparks away from other workers, equipment and flammable material.

(d) have a fire extinguisher readily available.

(e) keep compressed gas and oxygen cylinders stored in a secure, vertical position, with regulators removed and caps applied, labeled properly, and located in vented cabinets or other designated locations.

17.6 Explosive Actuated Tools

17.6.1 Only contractor personnel who are qualified and licensed in accordance with applicable legislation, and authorized by CPKC, may use explosives or explosive actuated tools.

17.7 Unattended Equipment or Machinery

17.7.1 Tools, equipment and machinery shall not be left unattended at any time and shall not be stored on CPKC property, unless expressly permitted pursuant to a written agreement with CPKC or by the Manager-in-Charge in writing, and where so permitted, contractor shall ensure that:

(a) storage shall be restricted to the designated area, or as otherwise specified by CPKC.

(b) all such tools, equipment and machinery shall be secured in a safe position well clear of all railroad tracks to prevent accidental contact with trains and moving equipment and not restrict train crew sightlines.

(c) as much as possible, tools, equipment and machinery shall be stored in locations out of public view.

(d) Machines must be secured in accordance with on-track machinery rules.

18.0 Emergency Response

18.1 Emergency Response Plan

18.1.1 The contractor must maintain a current emergency response plan and make it available to CPKC on request. Emergency response plans must include at a minimum:

(a) contractor reporting procedures in the event of an incident or spill.

(b) emergency response contacts and phone numbers, including phone numbers for CPKC incident reporting and local CPKC managers (See Attachment A), and

(c) containment measures to be taken in the event of an incident or spill.

18.2 Initial Response

18.2.1 Initial response to any emergency condition must follow the following sequence:

(a) Protect the safety and security of all individuals and communities.

(b) Provide environmental protection and mitigation.

(c) Conduct incident investigation and evidence preservation.

(d) Restore railroad operations.

18.3 First Aid

18.3.1 Contractor personnel must have sufficient first aid qualified personnel and the required first aid kit / supplies and any other required first aid equipment at the work site, suitable for the crew size, nature of work being performed and location, all of which shall comply with Part II of the Canada Labour Code and / or provincial OHS regulations.

18.4 Fire Protection

18.4.1 The contractor must have appropriate fire extinguishers suitable (i.e., type, size and quantity) for nature of the work being done, in compliance with applicable legislation, and be always readily available on:

(a) the work site, and

(b) all contractor equipment, machinery, and highway vehicles.

18.4.2 Contractor personnel shall ensure that all necessary precautions are taken to prevent fires, including the following:

(a) storing flammable material (e.g., paper, rubbish, sawdust, oily or greasy rags, etc.) in proper containers.

(b) storing and transporting fuel, gasoline, or other flammable liquids in approved containers / vented compartments as required in. Use of unapproved containers is prohibited.

(c) proper disposal of flammable material daily.

(d) preventing static electricity when dispensing or transferring flammable liquids by using proper grounding and bonding techniques.

(e) avoid using cutting or welding torches during the last one-half hour of shifts, if possible.

(f) taking special precautions with fusees, including:

(i) store and transport in approved containers.

(ii) do not allow fusees to come in contact with any combustible material, including railroad ties or wooden timbers, and

(iii) fully extinguish fusees before leaving the location where used.

(g) promptly advise CPKC management of any fire on CPKC property or in proximity to, and

(h) fully extinguish or provide protection for any fire prior to leaving the work site.

18.4.3 Contractors working on the CPKC right-of-way where a high risk of fire exists (e.g., during rail grinding, rail welding) must have:

(a) appropriate fire prevention and suppression plans (including emergency numbers for CPKC, local fire and fire control districts), and

(b) additional firefighting equipment and trained contractor personnel on site, as required by applicable legislation or the Manager-in-Charge.

19.0 Confined Space

19.1 Confined Space

19.1.1 Qualified and authorized contractor personnel must follow all required confined space entry procedures in accordance with applicable legislation and standards prior to entering into a confined space.

19.1.2 Rescue procedures and equipment must readily available when required to enter a confined space.

20.0 Reportable Accidents, Incidents, and Injuries

20.1 Reportable Injuries

20.1.1 Reportable injuries include any personal injury to:

(a) Contractor personnel.

(b) any CPKC personnel, or

(c) to any third party on CPK property.

20.2 Reportable Accidents

20.2.1 Reportable accidents include any occurrence that results in:

(a) damage to railroad tracks, right of way, buildings or other CPKC property,

(b) damage to railroad equipment,

(c) damage to CPKC highway vehicles,

(d) release of hazardous material,

(e) spill or loss of transported commodities, and

(f) any threat to the environment.

20.3 Reportable Incidents

20.3.1 Reportable incidents include:

(a) unintended movement of railroad equipment.

(b) failure to provide track protection for workers when required.

(c) movement of railroad equipment beyond authorized limits.

(d) operation of railroad equipment by an unqualified person.

(e) unauthorized handling of a track switch.

(f) damage, vandalism or tampering with any railroad signals, structures or railroad safety device.

(g) seepage, leakage, spills of, or other contamination from, hazardous materials.

(h) actual, threaten or suspected security related incidents.

(i) slides, washouts, or other on-track obstructions, or

(j) any occurrence that may disrupt the movement of trains or affect safe rail operations.

21.0 Reporting

21.1 Emergency Reporting

21.1.1 In the case of an emergency, contractor personnel must call:

(a) 911, where this emergency response system exists, or

(b) the local police, fire or emergency department in all cases, and

(c) CPKC Police Services Communication Center- 1-800-716-9132.

21.2 Accident, Incident, Injury Reporting

21.2.1 When an accident, incident or injury occurs on CPKC property, the contractor must:

(a) immediately report it to the

(i) CPKC Public Safety Communication Centre (PSCC) 1-800-716-9132, and

(ii) CPKC Manager-in-Charge.

(b) follow all instructions given to protect the scene.

21.2.2 CPKC is obligated to report contractor personnel injuries occurring on CPKC property to the required provincial or federal regulators as required. Reporting to CPKC remains the contractor's responsibility.

21.3 Information to Report

21.3.1 Information required with the initial report includes:

(a) type of incident.

(b) date and time of occurrence.

(c) location (mileage, subdivision, building, yard, or other physical description).

(d) identity of person(s) involved or injured (company & name).

(e) description of any hazardous materials involved.

(f) type & unit number of any railroad equipment or vehicle involved.

(g) description of occurrence, damage and/or injury, and cause if known.

(h) description of any emergency response.

(i) name and contact information of person making the report, and

(j) any such other information that CPKC may require.

21.4 Environmental Incidents and Spills

21.4.1 In the event of an environmental incident or spill that could have a negative impact on the environment, the contractor must immediately:

(a) Report the incident to the Public Safety Communication Centre (PSCC) 1-800-716-9132, the Manager-in-Charge, and the designated CPKC contact as per the governing agreement relating to the work.

(b) take all reasonable actions to contain the spill.

(c) respond in accordance with its emergency response plan, and

(d) provide CPKC with the following information:

(i) description of location and surrounding area, including any sensitive environmental areas nearby (e.g., rivers, parks, sewers).

(ii) type and quantity of substance released.

(iii) cause of spill or deposit, if known, and

(iv) details of any immediate action taken, or action proposed to be taken to contain spill and recover substance.

21.5 Additional Contractor Requirements

21.5.1 Contractor and contractor personnel must:

(a) ensure an appropriate emergency response is initiated.

(b) protect any evidence until released by the CPKC Manager-in-Charge.

(c) cooperate fully with any CPKC investigation.

(d) cooperate fully with any investigating government agency, and

(e) notify CPKC if information is requested by any investigating government agency.

22.0 Contractor and Contractor Personnel Acknowledgement

Acknowledgement

20.1.1 Contractor and contractor personnel who work on CPKC property shall be deemed to have read and understood the content of these CPKC Safety Requirements for Contractors - Canada, as amended from time to time, and to agree to be bound by them.

20.1.2 These CPKC Safety Requirements for Contractors - Canada are subject to change without prior notice.



Home Safe is a commitment to be vigilant about personal safety and the safety of co-workers.

21.0 Attachment A – Emergency Information Sheet

Emergency Contact Information:		
Emergency Contacts:	**Phone:**	**Location:**
CPKC Public Safety Communication Centre (PSCC):	1-800-716-9132	
CPKC Calgary Operations Center	1-800-796-7851	
Manager-in-Charge (MIC):		
Local Emergency Services (EMS):		
Local Police Services:		
Local Fire Services:		
Hospital:		
Physician:		
Aircraft service, (if applicable):		
Watercraft service, (if applicable):		
Other Emergency Services:		
Emergency Evacuation Route: (Describe nearest evacuation assembly location or provide sketch on back)		

22.0 Attachment B – Work Site Information Sheet

Work Site Information:	Details:
Worksite Location Name:	
Worksite Location Address:	
Railroad Subdivision Name and Mileage:	
Nearest Town:	
Manager-in-Charge: (Name / Phone Number)	
Contractor Supervisor: (Name / Phone Number)	
Worksite Phone Number:	
Certified First Aid Attendant(s): (Name(s) / Phone Number(s)	
Location of First Aid Kit(s):	
Location of AED (if onsite):	
Location of Fire Extinguishing Equipment:	
Location of Safety Data Sheets (SDSs):	

Utility Information:		
Utilities Contact:	**Phone:**	**Location:**
Natural Gas:		
Water / Sewer:		
Electrical (Overhead):		
Electrical (Underground):		
Fiber Optic Line:		
Phone Lines:		
Cable Lines:		
Confined Space Entry, (if applicable)		
Equipment requirements for confined space entry / rescue, (if applicable):		
Fall Protection Plan Location, (if applicable):		
Other:		

Notes:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-138

INTERIM CONTROL: A by-law to prohibit certain large-scale data centre uses pending the completion of a land use planning study.

WHEREAS subsection 38(1) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, authorizes the council of a municipality, where Council has directed that a review or study be undertaken in respect of land use planning policies in the municipality or a defined area, to pass an Interim Control By-law for a period not exceeding one year prohibiting the use of land, buildings or structures within the municipality or defined area for, or except for, such purposes as are set out in the by-law;

AND WHEREAS Council has, by resolution passed on September 21, 2026, directed staff to undertake a land use planning study respecting large-scale data centre development within the City of Sault Ste. Marie;

AND WHEREAS the City has not yet established a comprehensive land use policy and regulatory framework to evaluate and address the potential impacts of large-scale data centre development;

AND WHEREAS large-scale data centres may present significant considerations related to electricity consumption, energy and infrastructure capacity, municipal water and wastewater servicing, noise, vibration, land use compatibility and other municipal and planning matters;

AND WHEREAS Council considers it appropriate and in the public interest to temporarily prohibit certain large-scale data centre uses while the study is undertaken and Council considers the resulting policy and regulatory recommendations;

THE COUNCIL of The Corporation of the City of Sault Ste. Marie pursuant to *Planning Act*, R.S.O. 1990, c. P.13, **ENACTS** as follows:

1.0 **DEFINITIONS**

1.1 In this By-law:

(a) “City” means The Corporation of the City of Sault Ste. Marie.

(b) “data centre” means a building, structure, premises, or part thereof used primarily to house, operate, maintain, process, store, manage, distribute, or support electronic data, computer systems, servers, networking equipment, telecommunications equipment, cloud computing equipment, or associated

cooling, power supply, backup power, security, administration, and other ancillary equipment.

(c) “large-scale data centre” means a data centre that is designed, intended, proposed, constructed, established, enlarged, altered, or operated so that the aggregate maximum electrical demand of the data centre and all associated buildings, structures, equipment and accessory uses exceeds 50 megawatts.

(d) “megawatt” or “MW” means one million watts of electrical demand.

(e) “use” includes the establishment, construction, enlargement, alteration, conversion, commencement, continuation, or operation of a use.

1.2 For greater certainty, the aggregate maximum electrical demand shall include the electrical demand of all buildings, structures, equipment, cooling systems, backup systems, and accessory uses that form part of, support, or are functionally connected to the data centre development, whether located on one lot or on two or more abutting, adjacent, or commonly controlled lots.

2.0 **APPLICATION**

2.1 This By-law applies to all lands within the geographic boundaries of the City of Sault Ste. Marie.

3.0 **PROHIBITION**

3.1 Despite any existing zoning by-law or other municipal by-law, no person shall use any land, building or structure for a large-scale data centre during the period that this By-law is in force.

3.2 No person shall establish, construct, enlarge, alter, convert, or cause or permit the use of any land, building or structure in a manner that establishes a large-scale data centre during the period that this By-law is in force.

3.3 Without limiting sections 3.1 and 3.2, no person shall enlarge, alter, or expand an existing data centre where the enlargement, alteration, or expansion would result in the data centre becoming a large-scale data centre.

4.0 **EXISTING LAWFUL USES**

4.1 Nothing in this By-law shall prohibit the continuation of a lawfully existing data centre use that does not exceed 50 MW as of the date this By-law comes into force, provided that the use is not enlarged, altered, or expanded in a manner that results in a large-scale data centre.

4.2 Nothing in this By-law shall be interpreted to permit a use that is otherwise prohibited by an applicable zoning by-law, the Official Plan, or any other applicable law.

5.0 **INTERPRETATION AND SEVERABILITY**

5.1 If any section, subsection, clause, paragraph, sentence, or word of this By-law is held to be invalid or unenforceable by a court or tribunal of competent jurisdiction, the remainder of this By-law shall remain in full force and effect.

5.2 Headings are for convenience only and do not form part of this By-law.

6.0 **EFFECTIVE DATE**

6.1 This By-law comes into force and effect on the date it is passed.

6.2 This By-law shall remain in force for one year from the date it is passed, unless repealed earlier by Council, extended in accordance with subsection 38(2) of the Planning Act, or pending approval of a municipal framework for large scale data centres.

PASSED in open Council this 21st day of September, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-139

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and the Watch Tower Bible and Tract Society of Canada for the Watch Tower Convention 2027.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated August 18, 2026 between the City and the Watch Tower Bible and Tract Society of Canada, a copy of which is attached as Schedule “A” hereto. This Agreement is for the Watch Tower Convention 2027.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 21st day of September, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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This AGREEMENT made and entered into this 18th day of August, 2026 (the "Effective Date")

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE MARIE
99 Foster Drive, Sault Ste. Marie, Ontario, P6A 5X6
Phone: 705-759-2500, Email: r.sntamaria@cityssm.on.ca
(hereinafter "Lessor")

and

WATCH TOWER BIBLE AND TRACT SOCIETY OF CANADA
13893 HWY 7, Georgetown, Ontario, L7G 4S4
Phone: 905-873-4100; jwes.ca@jw.org
(hereinafter "Lessee")

Lessor agrees to lease the premises known as **GFL Memorial Gardens** municipally located at 269 Queen Street East, Sault Ste. Marie, Ontario P6A 1Y9 (hereinafter "the Premises"), to Lessee for its Christian convention.

This AGREEMENT is comprised of the following documents:

1) This page (hereinafter "Signature Page");
2) Schedule A – Rental Structure and Payment Schedule;
3) Schedule B – Terms and Conditions;
4)

These documents are collectively the "Agreement".
The Lessor and Lessee hereby acknowledge having read all pages of this Agreement and agree to be bound by all covenants, agreements, terms and conditions in the Agreement. By signing below, and for the payment structure specified in Schedule A, the Lessee shall be permitted to use and occupy the Premises pursuant to this Agreement. This Agreement shall become a binding contract as of the Effective Date. The Lessor shall promptly return a signed copy of this Signature Page to the Watch Tower Bible and Tract Society of Canada's representative.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto, the day and year first above written.

Witness for Lessor:

The Corporation of the City of Sault Ste. Marie – Lessor

By: _____

By: _____

Title: City Clerk - Rachel Tyczinski

Title: Mayor - Matthew Shoemaker

Witness for Lessee:

Watch Tower Bible and Tract Society of Canada – Lessee

_____
Nicolas Dugas

_____
Chad Heggs, Director

SCHEDULE A – Rental Structure and Payment Schedule

FACILITY NAME:	GFT Memorial Gardens
FACILITY CITY:	Sault Ste Marie

A.1 Event Information

EVENT DATE	DESCRIPTION	TIME	PEAK ATTENDANCE	EVENT FEE ($)
06-17-2027	Load in	6am to 11pm		$00.00
06-18-2027	Event	All day	2800	$3,245.00
06-19-2027	Event	All day	2800	$3,245.00
06-20-2027	Event	Until 11:59pm	2800	$3,245.00

A.2 Event Rental Fee and Deposit Amount

DESCRIPTION	AMOUNT	TAXES	TOTAL AMOUNT
Total all-inclusive rental fee	**12,465.00**	**1,620.45**	**14,085.45**
Final payment (07-21-2027)	12,465.00	1,620.45	14,085.45
Sale Tax Rate	13.00%		
HST Number	122023120		

A.3 Lessor Equipment and Services Included

DESCRIPTION	COMMENTS
FACILITY	
SEATING	
Fixed seating	3840
Portable seating	1000
Accessible seating	n/a
BUILDING – as outlined on Schedule C – Space Plan	
Arena Venue, Offices, Seating, Event Level, Concourses, Auxiliary Rooms	Included
Access to Venue During Load-in and Event	Included
Use and operation of passenger and freight elevators	Included
Trailer Height Loading Docks	n/a
Ground Level Loading Docks	n/a
CONSUMABLES/ UTILITIES	
Air Conditioning & Heating	Included
Soap, Toilet Paper, Paper Towels, Garbage bags	Included

Cleaning Chemicals	Included
Venue Wide Internet and LAN Internet Connections	Included
Hot & Cold Water Access and Drainage (baptismal pool)	Included
LESSOR EQUIPMENT	
Carpet Runners	Included
Crowd Control Barriers/Stanchions	Included
Elevation device Pallet Jacks/Pump Trucks	Included
Folding Tables 30"x 72"	Included
Folding Tables 30"x 60"	Included
Forklift	Included
Garbage Disposal	Included
Pipe and Drape	Included
Stage	Included
Total Cost for Section	**$9,735.00**
STAFF / SERVICES LIAISON	
Event/Venue Liaison	**n/a**
Venue Security for internal/external disruptions	n/a
Venue AV Technician	n/a
Total Cost for Section	**$0.00**
AUDIO & VIDEO	
House Video and Sound Connections	Included
Digital Halos & Banners	n/a
Exterior Digital Signage	Included
Hi-Def Scoreboard	4 day rental @ $682.50 per day
Venue Inter-connectivity	Included
Show Power Requirement of 280V 100A 3PH	$500 for ESA permit if required for electricalhookup
Total Cost for Section	**$2,730.00**
PARKING	
Exterior Parking	Included
Interior Parking	n/a
Accessible Parking	n/a
Total Cost for Section	**$0.00**

SCHEDULE B – Terms and Conditions

The terms of this AGREEMENT are as follows:

Purpose and Exclusive Use:

1. The purpose of this lease is for the Lessee to hold a Christian convention for worship (hereinafter "event") at the Premises **for the agreed upon dates as outlined in Schedule A.1**. Each event runs from Friday through Sunday, together with load-in and load-out as specified in this agreement. Lessor agrees that no other events will be scheduled in the main arena and those rooms mutually agreed upon for use **(See "Schedule C" - Space Plan IF APPLICABLE)** during the entirety of the contract period of Lessee's event.
2. It is hereby agreed that the formal program conducted by or under the sponsorship of Lessee on the Premises will be of a religious nature and open to the public. Lessee's religious education program will use and present its own copyrighted material. The program includes, but is not limited to the following: songs, talks and religious education videos. There are no paid performers or speakers, no paid workers, no tickets, and no admission charge. The said formal program will run for a period of three (3) consecutive days. Each day will consist of forenoon and afternoon sessions.
3. It is hereby agreed that the Premises included in this agreement shall be made open and available by Lessor to Lessee and its volunteers and delegates attending the event(s) at all times on the dates covered by this agreement.
4. The Lessor agrees to accommodate the maximum estimated attendance for the event(s) as outlined in **Schedule A.1**.

Rental Fee and Deposit:

5. The total all-inclusive rental fee and deposit amount(s) for the event(s) are outlined in **Schedule A.2**.
6. On execution of this Agreement, Lessee agrees to pay the rental fee and deposit(s) as outlined in **Schedule A.2**. Receipt of payments will be acknowledged by Lessor. There will be no additional charges to Lessee unless Lessee requests additional equipment or services.

Lessor Equipment and Services included:

7. Lessor agrees to provide the equipment and services listed in **Schedule A.3** without additional charge.
8. Lessor will provide the office space, all available folding tables, fixed seating, portable chairs (event level seating and departments), and all parking controlled by Lessor (**See "Schedule D" - Parking Plan IF APPLICABLE**) without additional charge (excluding parking control and parking attendants).

Lessor grants permission to Lessee to use all of its base services including, but not limited to, its WIFI and sewer system during Lessee's event(s) and shallfurnish Lessee with all utilities available at the Premises, including water, electricity, sufficient lighting, gas, air conditioning and/or heat, if any, without additional charge.

10. Lessee may make temporary connections to Lessor's utilities for its use at the event(s) without additional charge, providing they are removed by the Lessee at the conclusion of the event(s).

11. Lessor hereby agrees to provide Lessee with all cleaning and disinfectant products, restroom supplies, including paper goods, and further agrees to provide for disposal and/or removal of all trash generated during the course of the event(s) without additional charge.

Load-in and Load-out:

12. Lessee is hereby granted load-in as outlined in **Schedule A.1** at no charge for setting up Lessee's equipment and other preparatory work for the event(s) including a detailed cleaning of the leased areas of the Premises. Lessee shall have until 11:59 p.m. of the last day of the event for the removing of Lessee's equipment, as well as for cleaning the Premises.

Lessee's Equipment and Services:

13. Lessee's qualified audio/video broadcast personnel team may (a) augment the house audio/video/broadcast equipment with its own portable head-end equipment, or (b) set-up and operate entirely its own portable audio/video and broadcast systems. Lessee's personnel volunteer their skills and services and will work together with Lessor's personnel to ensure that any such equipment, line-level feeds, and operation meet Lessor's reasonable standards at the Premises. The Lessor's house audio/video/broadcast/scoreboard equipment and personnel are included in the total rental fee outlined in Point 5.

14. Lessee is granted the privilege to distribute on and about the rented Premises, free of charge, through its volunteers, assembly programs and other materials, as an integral part of its worship and convention proceedings.

15. Lessee may record by means of audio, video, and/or digital recording, and may broadcast any or all of its program from the Premises or otherwise over radio, television, and/or internet without cost to Lessee, since public service time is used and Lessee receives no revenue therefrom; and may advertise the holding of the event in the magazines The Watchtower and Awake!, and in other reputable electronic or print media.

16. Lessee is granted the right to identify activities which shall exclusively be performed by qualified Jehovah's Witnesses and which shall not be subject to the jurisdiction of any collective agreement and/or union assistance or involvement. Lessor agrees that Lessee's personnel may perform all services during Lessee's event. Such work will be cared for by personnel who are qualified to perform such services, and include but are not limited to:

a. Unloading/loading
b. Drayage
c. Attendants/ushers
d. Cleaners
e. Stagehands
f. Watchmen
g. First aid personnel
h. Audio/video and broadcast technicians
i. Any other function necessary for Lessee's event

17. Lessee may use signs inside and outside the Premises of such size and content as Lessee deems necessary for the purpose of properly and adequately operating the event(s) and identifying and advertising same. The manner and location of such sign placement is to be determined by the Lessee with the approval of the Lessor, which approval will not be unreasonably withheld. Lessee's qualified personnel will insure that all sign placement and removal will not mar or deface the Premises.

Concessions, Food and Beverage:

18. Neither the Lessor, Lessee, nor any third party will open or sell concession items on or about the Premises during the Lessee's event or serve said items to Lessee's attendees. Lessee's attendees may bring their own food and beverage into the Premises.

Lost and Found:

19. Lessee shall have the sole and exclusive right to the care, custody, and control of all lost and found items during the course of its use of the Premises. Lessor will notify Lessee of any remaining items that have been overlooked after load-out and grant Lessee seven (7) days after notice by Lessor to Lessee for removal of said items before Lessor disposes of them.

Contribution Boxes and Credit/Debit Terminals:

20. Lessee may put portable voluntary contribution boxes and debit/credit card machines within and about the Premises for the receiving of freewill offerings and have the exclusive care, custody, and control of any moneys received.

Liability, Indemnification, Hold Harmless, Insurance:

21. Lessee agrees to keep the Premises in a clean and sanitary condition by the use of its personnel during its occupancy and will leave the Premises in substantially the same condition as when delivered to Lessee, normal wear and tear excepted. Lessee agrees that if the Premises or any equipment, furnishings or fixtures therein are damaged by the negligent act or omission of the Lessee, Lessee will repair such damage or replace such equipment, furnishings or fixtures, using its own qualified personnel, to the satisfaction of

Lessor. Lessor agrees to provide Lessee during load-in and load-out all the necessary cleaning supplies as regularly used by Lessor at no cost to Lessee.

22. Lessee agrees to comply with all national, provincial, and local laws to the extent that they are applicable and do not conflict with constitutional law.

Lessee will defend, hold harmless and indemnify Lessor and its officers, employees, representatives, agents or assigns, from and against any and all actions, damages, claims, demands, losses, judgments, penalties, costs and expenses, including, any fees and/or costs reasonably incurred by Lessor in enforcing this provision, including reasonable attorney's fees, to the extent such liabilities are caused by negligent acts, omissions or willful misconduct of Lessee, its personnel, attendees, representatives, agents or assigns, during the term of this agreement. Lessor will defend and hold harmless and indemnify Lessee and its officers, personnel, attendees, representatives, agents or assigns, from and against any and all actions, damages, claims, demands, losses, judgments, penalties, costs and expenses, including any fees and/or costs reasonably incurred by Lessee in enforcing this provision, including reasonable attorney's fees, to the extent such liabilities are caused by the negligent acts, omissions or willful misconduct of Lessor, its officers, employees, representatives, agents or assigns, during the term of this agreement. Lessee's indemnification herein does not include claims that are caused by latent defects of the Premises, which were not observed by Lessee on visual inspection.

24. At least two weeks before the event, Lessee agrees to provide Lessor, at Lessee's expense, a certificate of public liability insurance naming the Lessor as an additional insured, issued by a reputable casualty insurance company, with bodily injury liability limits of **$5,000,000** for any one injury and **$5,000,000** for any one accident and **$5,000,000** property damage liability. Such additional insurance coverage is limited to injury to persons or damage to property caused by the negligent acts or omissions of Lessee, its officers, personnel, attendees, representatives, agents or assigns during the term of this agreement and will not cover injury to persons or damage to property which is caused by the negligent acts, omissions or willful misconduct of Lessor, its officers, employees, representatives, agents or assigns, nor that of any third party.

Force Majeure:

25. If by reason of fire, action of the elements, catastrophe, public health emergency, or any force majeure occurrence, the condition of the Premises has been compromised to the extent that Lessee's ability to hold its event at the Premises is no longer reasonably suitable, Lessor and Lessee will work together to accommodate the event on another mutually agreeable date. If a suitable alternate date cannot be arranged, the event at the Premises shall for said reason(s) be cancelled. Cancellation shall be effected by either party delivering to the other party written notice of cancellation by email and by courier to the address of the party provided at the start of this agreement. If the event is cancelled, neither Lessor nor Lessee will be liable to the other for any damage, expense or other loss incurred by reason of such cancellation; except that Lessor will be obligated to refund to Lessee any advance rental payments made by Lessee to Lessor, or (if cancellation occurs after the event has started) a pro-rata portion of the total rent paid based upon usage of

the Premises to cancellation. Upon said refund being made neither Lessor nor Lessee will have any further claim against the other party.

In addition to the immediately preceding paragraph, if, at any time within four (4) months of the start date of the event, any governmental agency recommends, mandates or legislates limits on the number of people that may gather together publicly for any reason, the parties agree to work together to accommodate the event on another mutually agreeable date. If, within two (2) months of the event, a mutually agreeable alternate date cannot be arranged, or the limits of the size of public gatherings (whether recommended, mandated or legislated) have not been lifted by governmental authority to a size sufficient to accommodate the event, then the event shall be cancelled. Cancellation shall be effected by either party delivering to the other party written notice of cancellation by email and by courier to the address of the party provided at the start of this agreement. If the event is canceled, neither Lessor nor Lessee will be liable to the other for any damage, expense or other loss incurred by reason of such cancellation; except that Lessor will be obligated to refund to Lessee any advance rental payments made by Lessee to Lessor and upon said refund being made neither Lessor nor Lessee will have any further claim against the other party.

27. Furthermore, and in any event, the Lessee may cancel or delay holding the event at any moment prior to the event being held should the Lessee, in its sole discretion, determine that a pandemic or any other public health emergency makes it unsafe to hold an in-person event. Cancellation shall be effected by Lessee to the Lessor written notice of cancellation by email and by courier to the address of the party provided at the start of this agreement. If the event is canceled, neither Lessor nor Lessee will be liable to the other for any damage, expense or other loss incurred by reason of such cancellation; except that Lessor will be obligated to refund to Lessee any advance rental payments made by Lessee to Lessor and upon said refund being made neither Lessor nor Lessee will have any further claim against the other party.

Miscellaneous:

28. This agreement shall be interpreted in accordance with the laws of the province of Ontario.

29. THIS AGREEMENT shall bind the parties hereto, their successors and assigns, heirs, executors and administrators.

30. If any clause in this agreement shall be decided by a court of law to be void, then such decision shall not render the whole contract void but, rather, such void clause shall be deemed to be severed from the agreement, and the remainder of the agreement shall otherwise remain in full force and effect.

31. The headings in this agreement are for reference only, and do not constitute part of the agreement.

32. This Agreement may be executed in counterparts, by facsimile or electronic signature.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-140

REGULATIONS: A by-law to exempt the Outspoken Oktoberfest on October 3, 2026 from 3:00 p.m. to 12:30 a.m. (being October 4, 2026) from Noise Control By-law 80-200.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to section 129 of the *Municipal Act, 2001* S.O. 2001 c. 25 **ENACTS** as follows:

1. **EXEMPTION FROM NOISE CONTROL BY-LAW**

Despite the provisions of By-law 80-200 the noise associated with the Outspoken Oktoberfest on October 3, 2026 from 3:00 p.m. to 12:30 a.m. (being October 4, 2026) is deemed not to be in violation of By-law 80-200.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 21st day of September, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2026\2026-140 Outspoken Oktoberfest Noise Exemption.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-141

TRAFFIC: A by-law to amend Schedule "F" and adding Sidewalk and Hub Trail Closures to Traffic By-law 77-200.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the provisions of Section 10 of *The Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **SCHEDULE "F" TO BY-LAW 77-200 AMENDED**

   Schedule "F" to By-law 77-200 is amended by adding the following:

INTERSECTION	DIRECTION OF TRAFFIC	STOP STREET
"Base Line & Carpin Beach Road	all	all"

   Despite the provisions of any other by-law, from the date of the passing of this by-law, the intersection of Base Line and Carpin Beach Road shall be controlled by way of an "all-way stop".

2. **PART X – BICYCLES – SIDEWALK CLOSURE**

   Part X – Bicycles is amended by adding the following after section 52B:

   "52C. The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing of all sidewalks within the City of Sault Ste. Marie from November 1st each year to April 30th of the following year as depicted on the **Sidewalk Plowing Map** available at https://saultstemarie.ca/live/winter-operations/ and supported by the City Policy regarding sidewalk closures."

3. **PART X – HUB TRAIL CLOSURE**

   Part X – Bicycles is amended by adding the following after section 52C:

   "**HUB TRAIL CLOSURE**

   52D. The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing of all portions of the Hub Trail that do not consist of maintained multi-use paths and are depicted as open for the "**Sidewalk Plowing Map** available at https://saultstemarie.ca/live/winter-operations/ within the City of Sault Ste. Marie from November 1st each year to April 30th of the following year."

4. **EFFECTIVE DATE**

This by-law is effective from the date of its final passing.

PASSED in open Council this 21st day of September, 2026.

_____

MAYOR – MATTHEW SHOEMAKER

_____

CITY CLERK – RACHEL TYCZINSKI

\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\TRAFFIC BY-LAWS\2026\2026-141 Traffic Amendments and All-Way Stop.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-142

PROPERTY ACQUISITION: A by-law to authorize the acquisition of property located on Everett Street being PIN 31570-0211 (LT) (Lidanri Holdings Inc.).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" attached hereto.

2. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and affix the seal of the Corporation to all documents required to complete the said acquisition.

3. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

4. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 21st day of September, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2026\2026-142 Property Purchase Everett Street PIN 31570-0211 (Lidanri Holdings Inc.).docx

SCHEDULE “A”

PURCHASER:	THE CORPORATION OF THE CITY OF SAULT STE. MARIE
VENDOR:	LIDANRI HOLDINGS INC. (OR AS OTHERWISE DIRECTED)
ADDRESS:	EVERETT STREET
LEGAL DESCRIPTION:	PIN 31570-0211 (LT) LT 230-237, 339, 341-345 PL 1703 KORAH; PT LT 346 PL 1703 KORAH; PT LANE PL 1703 KORAH CLOSED BY X226 LYING BTN LOTS 341 AND 339 PL 1703 RUNNING NLY; & LYING BTN LOTS 339 PL 1703 & A.C.&H.B RLY & RUNNING NLY; PT LENNOX AV PL 1703 KORAH CLOSED BY X226 LYING N OF EVERETT ST PT 1 1R9339; SAULT STE. MARIE
CONSIDERATION:	TWO HUNDRED SIXTY THOUSAND ($260,000.00) DOLLARS (SUBJECT TO USUAL ADJUSTMENTS)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2026-143

STREET ASSUMPTION: A by-law to assume for public use and establish as a public street that portion of Shannon Road described as PART PIN 31502-0744 (LT) PART OF BLOCK 11, RCP H721, SAULT STE. MARIE.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001,* S.O. 2001, **ENACTS** as follows:

1. **STREET ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public street, the street more particularly described as PART PIN 31502-0744 (LT) PART OF BLOCK 11, RCP H721, SAULT STE. MARIE.

2. **EFFECTIVE DATE**

The by-law takes effect on the day of its final passing.

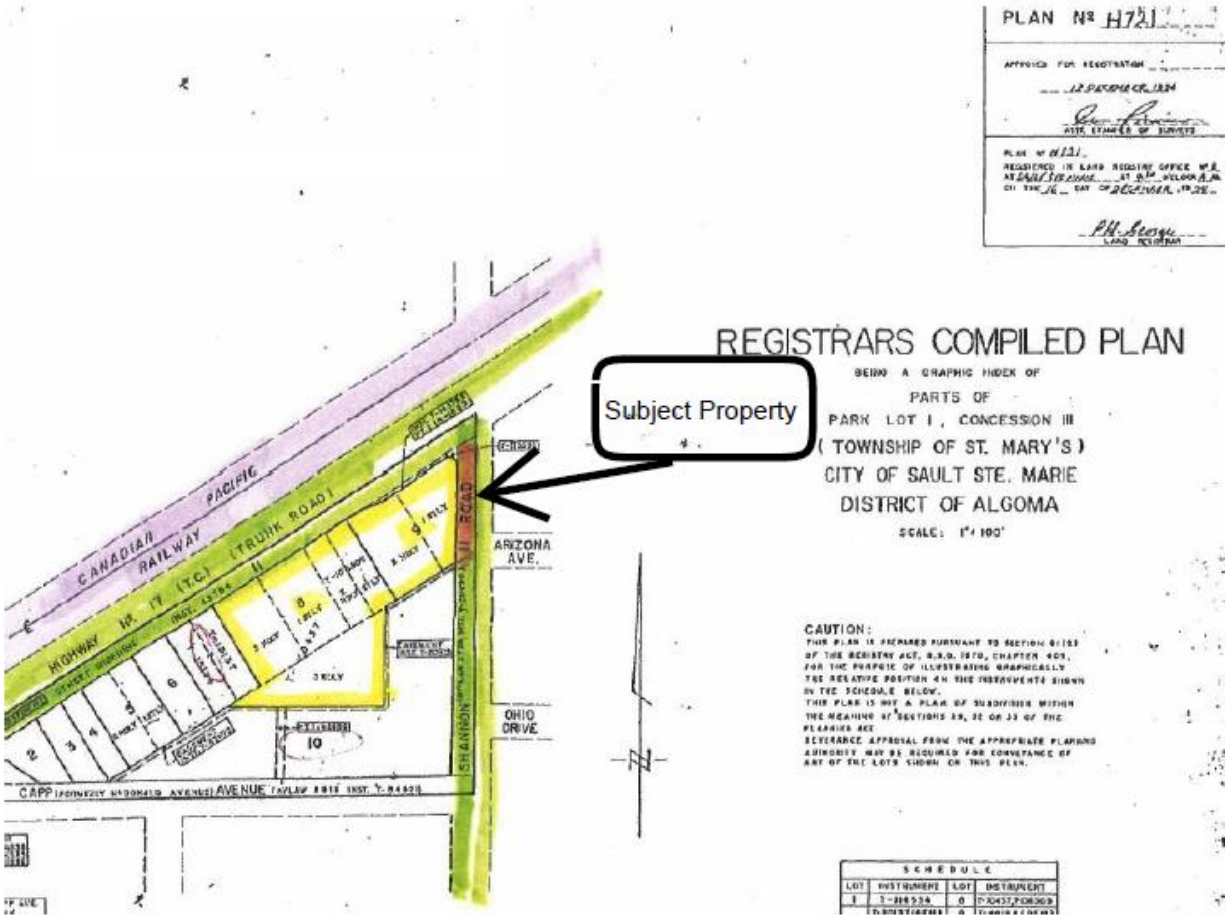
PASSED in open Council this 21st day of September, 2026.

_____
MAYOR – MATTHEW SHOEMAKER

_____
CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\LEGAL\S\Street Assumptions - By-laws\2026\2026-143\By-law 2026-143.docx

THIS DRAWING DOES NOT FORM PART OF BY-LAW 2026-143. IT IS FOR INFORMATION PURPOSES ONLY.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-144

ENGINEERING: A by-law to authorize the execution of the Agreement between the City and AECOM Canada ULC to award the provision of engineering services associated with design and contract administration for the Peoples Road, Stormwater Management Ponds.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated September 21, 2026 between the City and AECOM Canada ULC, a copy of which is attached as Schedule “A” hereto. This Agreement is to award the provision of engineering services associated with design and contract administration for the Peoples Road, Stormwater Management Ponds.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 21st day of September, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

sd \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2026\2026-144 Peoples Road Stormwater Management Ponds (AECOM Canada ULC).docx

CLIENT/ENGINEER AGREEMENT FOR *PROFESSIONAL CONSULTING SERVICES*

2024
(VERSION 4.0)

Association of Consulting Engineering Companies (Ontario)
in partnership with the Municipal Engineers Association

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AGREEMENT

Dated the 21 day of September 20 26

BETWEEN

The Corporation of the City of Sault Ste. Marie

(hereinafter the "**Client**")

AND

AECOM Canada ULC

(hereinafter the "**Engineer**")

WHEREAS the Client intends to: (*describe Project below)*

Provide engineering services for the Peoples Road Stormwater Management Ponds

(hereinafter the "**Project**")

AND WHEREAS the Client has requested the Engineer to furnish professional Services in connection with the Project, and the Engineer desires to perform such Services.

NOW THEREFORE, in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

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DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

Agreement

The Agreement means this written agreement between, and as executed by, the Client and the Engineer.

Additional Services

Additional Services are services that are not included or contemplated as part of the Services to be provided under this Agreement at the time of its execution and which may be added to the Services upon the written agreement of the Client and the Engineer.

Arbitration Act

Arbitration Act means the *Arbitration Act, 1991*, S.O. 1991, C. 17, and the regulations made thereunder, as may be amended.

Budget of the Work

The Budget of the Work is the maximum amount the Client is prepared to spend on the Work, including contingency allowances, if any.

Business Day

Business Day means any day other than a Saturday, Sunday, a statutory holiday, a statutory vacation day that is observed by the construction industry in the area of the Site, a statutory holiday observed by municipalities in the Province of Ontario, a statutory holiday in the area of the Site, or a statutory holiday in the Province of Ontario.

Change

Change has the meaning given to it in Subsection 1.3.1 of this Agreement.

Claims

Claims has the meaning given to it in Subsection 1.12.1 of this Agreement.

Client

Client means the person identified as such in the Recitals hereof.

Consequential Damages

Consequential Damages means (i) any consequential, indirect, exemplary, or special damages, and (ii) damages of any kind, however caused or characterized, for loss of actual or anticipated revenue or

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profits, standby time, interest expenses, overhead, business interruption, loss of reputation, loss of use, loss of business opportunity, increased capital or operating costs, or increased financing costs.

Construction Act

Construction Act means the *Construction Act,* RSO 1990, c C.30, and the regulations made thereunder, as may be amended.

Construction Contract

Construction Contract means any contract or written agreement between the Client and a Contractor for performance of all or part of the Work.

Construction Documents

Construction Documents means all documents related to performance of the Work issued by or through the Engineer or Client and which shall be incorporated by the Client into the Construction Contract. The Construction Documents include all variations and modifications thereto as issued by or approved by the Engineer.

Contract Documents

Contract Documents are those documents identified in Subsection 1.1.1 of this Agreement, as may be amended by the parties in writing from time to time.

Contractor

A Contractor is a person or entity that has contracted with the Client under a Construction Contract to perform all or part of the Work.

Cost of the Work:

Cost of the Work means the total actual cost incurred by the Client, including the actual cost of all materials, equipment, labour and contractors' overhead and profit and any applicable fees, tariffs or levies, for completion of the Work for which the Engineer prepares Deliverables under this Agreement. The Cost of the Work shall not include any fees and disbursements due to the Engineer under this Agreement, the Client's engineering and office expenses, or the cost of land. Where applicable, the following shall apply when determining the Cost of the Work:

(i) Wherever the Client furnishes labour or other service which is incorporated in the Work, the current price of labour or other service when the Work was executed shall be used to compute the Cost of the Work.

(ii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work, subject to approval by the Client.

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(iii) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.

For certainty, Cost of the Work excludes Value Added Taxes.

Deliverables

Deliverables are the designs, drawings, plans, models, specifications, studies, reports, photographs, sketches, graphic representations, materials, software, concepts, products, processes, surveys, calculations and other data, information and deliverables, in any form (including in hard copy or electronic form), prepared by or on behalf of the Engineer as part of the Services.

Engineer

Engineer means the person identified as such in the Recitals hereof.

Engineer's IP

Engineer's IP means all patents, trademarks, copyrights, industrial or other intellectual property rights arising or resulting from performance of the Services, including those which are developed, patentable, capable of trademark, first reduced to practice or otherwise produced by or resulting from the Services rendered by the Engineer. For certainty, Engineer's IP includes any and all intellectual property rights in the Deliverables.

Engineer's Staff

Engineer's Staff has the meaning given to it in Subsection 1.5.1 of this Agreement.

Force Majeure

Force Majeure means an event which causes a party to be delayed in performing, or unable to perform, its obligations under this Agreement in whole or in part, and which meets all of the following criteria: (a) the event and its effects are beyond such party's reasonable control; (b) such party could not reasonably have prevented, overcome or removed the event and its effects by commercially reasonable efforts and due diligence; and (c) the event and its effects do not result from such party's impecuniosity or negligence. For certainty, the following events shall constitute events of Force Majeure:

(i) fire, unusual delay by common carriers or unavoidable casualties;

(ii) act of God, war, civil commotion, rebellion, terrorism, revolution, insurrection, military or usurped power, hostilities (whether war be declared or not), invasion, or acts of foreign enemies;

(iii) labour dispute, strike, lockout or picketing;

(iv) action or inaction by a government authority;

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(v) abnormally adverse weather conditions; and

(vi) pandemics, epidemics or other public health emergencies (including those resulting from diseases, influenzas, coronaviruses and other viruses) and related governmental actions (including quarantines, business closures and travel restrictions relating to public health emergencies).

OHSA

OHSA means the *Occupational Health and Safety Act*, RSO 1990, c. O.1, and the regulations made thereunder, as may be amended.

Other Municipality

Other Municipality means a municipality as defined under the *Municipal Act, 2001*, SO 2001, c. 25, as may be amended, that is located within the Province of Ontario and that is not the Client.

Professional Engineers Act

Professional Engineers Act means the *Professional Engineers Act*, RSO 1990, c P.28, and the regulations made thereunder, as may be amended.

Project

The Project is the total endeavour contemplated under this Agreement as identified in the Recitals hereof and of which the Services and the Work may be the whole or a part.

Recitals

The Recitals include all information set out on the first page of this Agreement.

Schedule

The Schedule means the schedule for performance of the Services set out in Subsection 1.10.1.

Services

The Services are those services to be provided by the Engineer as set out in Article 2 of this Agreement.

Shop Drawings

Shop Drawings means the drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data that are to be provided by the Contractor or by others to illustrate details of portions of the Work.

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Site

The Site is the site or location of the Work as identified in the Contract Documents and includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

Subconsultant

A Subconsultant is any person or entity that has entered into a contract or written agreement with the Engineer for performance of all or part of the Services.

Sublicense

Sublicense has the meaning given to it in Subsection 1.7.3.3 of this Agreement.

Sublicensee

Sublicensee has the meaning given to it in Subsection 1.7.3.3 of this Agreement.

Standard of Care

The Standard of Care means the degree of care, skill and diligence normally provided by a reasonable and prudent engineer providing comparable services for projects of a similar nature at the same time and in the same or similar locale as the Project, including as required by the Professional Engineers Act.

Value Added Taxes

Value Added Taxes means those taxes as shall be levied upon costs, fees and expenses, including the Engineer's compensation, by the federal or any provincial or territorial government and is computed as a percentage of such compensation, costs, fees and expenses and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which are imposed by tax legislation.

Work

The Work is the total construction and related services required by the Construction Contract, but does not include the Services or the services of other consultants engaged by the Client for the Project.

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ARTICLE 1 – GENERAL CONDITIONS

1.1 The Agreement

1.1.1 The Agreement is made up of the following terms, conditions, schedules and other documents, which form part of and are incorporated into the Agreement and which, in the event of conflict, shall have the following order of priority, from highest to lowest:

1. Supplementary Conditions, if any;
2. Recitals;
3. Definitions;
4. Article 1 – General Conditions;
5. Article 2 – Services To Be Provided;
6. Article 3 – Fees And Disbursements;

The following additional attachments, if any:

7. AECOM Proposal dated August 21, 2026

1.2 The Services

1.2.1 The Client hereby retains the Engineer for performance of the Services in connection with the Project, and the Engineer agrees to provide such Services in accordance with the Standard of Care and the Contract Documents, and for the compensation as set out in Article 3 to this Agreement.

1.2.2 The Engineer represents that it is a person or entity licensed to practice in the Province of Ontario and, as such, the Client acknowledges that the Engineer has obligations under law and pursuant to the Engineer's professional status, which include requirements to exercise judgement and ensure public safety.

1.2.3 The Engineer shall not be responsible for:

.1 performance of the Construction Contract or for any Contractor or other person's failure to carry out the Work in accordance with the Construction Contract;

.2 performance of the Work or of any other services by any Contractor, other consultant of the Client, or other person outside the Engineer's control;

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.3 control of the means, methods, techniques, schedules, sequences or procedures of construction for the Work or Project; or

.4 commissioning or startup of equipment for the Work or Project;

1.2.4 Where the Services include administration of a Construction Contract by the Engineer each of the following shall apply:

.1 The Engineer shall have authority to act on behalf of the Client, but only to the extent set out in the Contract Documents. Such authority may only be modified by written consent of the Engineer and Client.

.2 The Engineer shall have authority to:

(i) reject Work that is not in conformity with the Construction Contract;

(ii) require special inspection or testing of Work, whether or not such Work has been fabricated, installed or completed; and

(iii) order minor adjustments in the Work that are consistent with the intent of the Construction Contract provided such adjustments do not involve an adjustment to the Client's costs under the Construction Contract or to the schedule requirements of the Construction Contract.

.3 The Engineer shall be included on all relevant communications, written and otherwise, between the Client and any Contractor and between the Client and any other consultants engaged on the Project.

.4 Notwithstanding express or implied acceptance by the Engineer of the Work or services performed by a Contractor or other consultant engaged by the Client, such persons shall remain responsible to the Client for the proper performance of the Work or their services, as applicable.

.5 The Engineer's review of Shop Drawings shall be restricted to checking general conformance with information given and the design concept expressed in the Construction Documents, and shall not be relied on for determining the feasibility or constructability of the Work detailed within the Shop Drawings or the accuracy or completeness of instructions for installation.

1.2.5 Where the Services include issuance by the Engineer of any certificate for payment under a Construction Contract, such issuance shall constitute a representation by the Engineer that, based on visits to the Site at intervals appropriate to the progress of the Work as determined by the Engineer in its professional judgment and on review of the Contractor's schedule of values and application for payment:

.1 the Work has progressed to the value indicated;

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.2 to the best of the Engineer's knowledge, information and belief, the Work observed is in general conformity with the Construction Contract; and

.3 the Contractor is entitled to payment in the amount certified.

For certainty, issuance of a certificate of payment shall not be a representation that the Engineer has investigated or examined the Contractor's use of the funds paid by the Client or that the Contractor has complied with its legal obligations.

1.2.6 The parties shall each advise the other in writing of their requirements in connection with the Project, which shall include for the Client, advising the Engineer of the Budget of the Work and any scheduling or time constraints, and for the Engineer, advising of all information, documents and data required for performance of the Services.

1.2.7 The Engineer shall not be liable for any changes to the Services resulting from undisclosed, undiscovered, or unknown conditions at the Site, including those resultant from the discovery of hazardous or toxic substances at the Site. Should the Engineer observe or discover any condition at the Site that materially differs from the Contract Documents, it shall promptly notify the Client in writing of such observation or discovery and the nature of the changes to the Services that may be required, and shall not proceed with the change until approved by the Client.

1.3 Changes and Additional Services

1.3.1 The parties acknowledge that, from time to time, circumstances may dictate a need to delete, extend, increase, vary or otherwise alter the Services as originally contemplated in this Agreement (a "**Change**"). Where a party identifies such need for Additional Services, that party shall, within seven (7) calendar days after becoming aware of the Change, notify the other party setting out the facts and circumstances giving rise to the Change. Where the parties agree that Additional Services are required, the parties shall record their agreement in writing and such Additional Services shall be performed on a "time" basis as set out in Subsection 3.1.5, or as otherwise agreed by the parties in writing.

1.3.2 Where the Client does not agree there has been a Change or that Additional Services are warranted, or where the Client requires the Engineer to proceed with Additional Services before agreement can be reached regarding any resultant adjustments to the Schedule or the Engineer's compensation under this Agreement, the Client may issue a written direction to the Engineer requiring the Engineer to proceed with such Additional Services. Within five (5) Business Days of receipt of such direction, the Engineer shall provide the Client with written notice of any anticipated impacts to the Engineer's remuneration or the Schedule, including estimates of such impacts.

1.3.3 The parties shall resolve any dispute in respect of a Change in accordance with Section 1.14, and shall otherwise continue to perform all Services and obligations which are not subject to dispute.

1.3.4 Where the Engineer reasonably considers emergency services to be necessary in order to meet its professional obligations, the Engineer shall promptly notify the Client and shall

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undertake such services as Additional Services and the costs for such services shall be recoverable by the Engineer in accordance with this Section 1.3.

1.3.5 If the Engineer intends to make a claim for an increase to its compensation under this Agreement, or if the Client intends to make a claim against the Engineer for a credit or reduction to the Engineer's compensation under this Agreement, the party that intends to make such a claim shall give written notice to the other party of its intent to claim within ten (10) Business Days of becoming aware of the event or series of events giving rise to the claim. The written notice to be given pursuant to this Subsection 1.3.5 shall include all details and supporting documentation regarding the claim available at such time and the claiming party shall thereafter submit all such details and supporting documentation to the other party within five (5) Business Days of such details and supporting documentation becoming known or available, as applicable. Where the party making a claim fails to provide notice or details and supporting documentation within the time stipulated in this Subsection 1.3.5 and such failure prevents the Client or Engineer from mitigating or minimizing Claims resultant from the event or series of events giving rise to such claim or otherwise causes the other party loss or damage, then the party making the claim shall be barred from bringing the subject claim.

1.3.6 For certainty, in no event shall the Engineer be obligated to perform Additional Services unless it has first received written direction to do so from the Client.

1.4 Client Obligations

1.4.1 The Client acknowledges that it shall promptly fulfill its obligations as set out under this Agreement in order to allow the Engineer's efficient performance of its Services in accordance with the Schedule.

1.4.2 The Client acknowledges that, in order to avoid any delay, it shall promptly examine and respond to requests for information or decisions submitted by the Engineer.

1.4.3 The Client further agrees that it shall include the Engineer in any value analysis and preparation of the estimates of the Cost of the Work.

1.4.4 Unless otherwise set out in the Contract Documents, it shall be the responsibility of the Client to obtain and pay the costs of all required consents, approvals, licenses, and permits from authorities having jurisdiction.

1.4.5 Additional obligations of the Client, if any, are set out in Article 2.

1.5 Staff and Subconsultants

1.5.1 Prior to commencement of the Services, the Engineer shall provide the Client with a list of its staff to be employed on the Project, including the Engineer's principals and executives (the "**Engineer's Staff**"). The Engineer shall employ only competent personnel who will be under the supervision of a senior member of the Engineer's Staff. The Engineer shall give the Client written notice of any changes to the Engineer's Staff and the Client and the Engineer shall work cooperatively to address any issues associated with changes to the Engineer's Staff.

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1.5.2 The Engineer may engage Sub-Consultants for specialized services provide that prior approval is obtained, in writing, from the Client and may add a mark-up of 0 % of the cost of such Services to cover office administration costs when claiming reimbursement from the Client.

1.5.3 To the extent expressly specified as part of the Services, the Engineer shall coordinate the activities of other consultants engaged by the Client in respect of the Project.

1.6 Contract Documents

1.6.1 Subject to Section 1.7, Project drawings and documents, or copies thereof, shall be shared between the parties as needed at no cost.

1.6.2 The Client agrees to provide the following to the Engineer, and will ensure that it notifies the Engineer of any changes in information as available and relevant in respect of the Services and the Work:

.1 a copy of the Contract Documents;

.2 information required for cost estimating, if applicable, as determined at the Client's discretion;

.3 the Budget of the Work; and

.4 all background documents available to the Client that are required by the Engineer for the execution of the Services and the Work.

1.6.3 The Engineer shall be entitled to rely upon the accuracy and completeness of records, information, reports, recommendations, surveys, data and specifications provided by the Client. Notwithstanding the foregoing, the Engineer confirms that it has reviewed the Contract Documents and, to the best of its knowledge, information and belief, has found no errors, omissions, inconsistencies or discrepancies. If the Engineer finds errors, omissions, inconsistencies or discrepancies in the Contract Documents or has any doubt as to the meaning or intent of any part thereof, the Engineer shall at once notify the Client in writing. The Client agrees that it shall promptly inform the Engineer by written notice if it becomes aware of any nonconformity with the requirements of the Construction Documents. Nothing in this Subsection 1.6.3 shall relieve the Engineer of responsibility for the Engineer's own errors and omissions.

1.7 Deliverables, Intellectual Property, Licensing

1.7.1 The Client shall give due consideration to all Deliverables submitted by the Engineer, and shall make any decisions which they are required to make in connection therewith within a reasonable time so as not to delay performance of the Services as required by this Agreement. The Client shall promptly notify the Engineer in writing in the event that the Client discovers any error, omission or inconsistency in the Deliverables.

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1.7.2 The Engineer shall retain ownership of the Engineer's IP. The Deliverables shall be and remain the property of the Engineer. The parties acknowledge and agree that the Engineer shall retain original copies of the Deliverables and any parts of the Construction Documents created by the Engineer, which the Client has not specifically commissioned and paid for. The Client is entitled to keep a copy of the Deliverables for its records, and may only use the Deliverables and any such copies in accordance with the license rights granted under this Agreement.

1.7.3 Except in the event of termination of this Agreement by the Engineer pursuant to Subsection 1.11.3 and provided that the Client has paid all compensation due and owing to the Engineer under this Agreement, the Client shall have a permanent, non-exclusive and royalty-free license to:

.1 Use and reproduce the Deliverables and any Engineer's IP therein in connection with the Work and Project, including for the purposes of constructing, using, occupying, maintaining, repairing, renovating, altering, and/or adding to the Work and the Project.

.2 Use and reproduce the Deliverables and any Engineer's IP therein in connection with other works and projects of the Client that are similar to the Work and Project, as determined by the Client, acting reasonably, including for the purposes of constructing, using, occupying, maintaining, repairing, renovating, altering, and/or adding to other works or projects of the Client.

.3 ~~Grant sublicenses (each, a "**Sublicense**") to Other Municipalities (each, a "**Sublicensee**") for use and reproduction of the Deliverables and any Engineer's IP therein in connection with works and projects of Other Municipalities that are similar to the Work and Project, as determined by the Client, acting reasonably, including for the purposes of constructing, using, occupying, maintaining, repairing, renovating, altering, and/or adding to such works or projects of Other Municipalities. Each Sublicense shall be subject to an agreement on terms and conditions consistent with the terms of and conditions of the license granted under Subsection 1.7.3.1 and is no more permissive than such license. For clarity, no Sublicense shall include the right to grant further sublicense under the Deliverables or any Engineer's IP therein. The Client shall be responsible for ensuring that each Sublicensee complies with the terms and conditions of any sublicense agreement to which the Sublicensee is a party. Any act or omission of a Sublicensee which would be a breach of this Agreement if performed by the Client shall be deemed to be a breach by the Client.~~

1.7.4 Any and all license rights granted under Subsection 1.7.3 are subject to the following conditions which are expressly acknowledged and agreed to by the Client:

.1 No license granted is exclusive with respect to the Engineer's IP and nothing in this Agreement shall be deemed to derogate from the Engineer's ownership and full right to use the Engineer's IP for any other site, work or project.

.2 Any alteration, modification or amendment to the Deliverables that is not performed by the Engineer (whether for the Work, the Project or any other work or project) shall be at

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the Client's sole risk and the Client will not hold out that any such changes to the Deliverables were approved, reviewed or otherwise accepted by the Engineer.

.3 The Engineer shall bear no liability in respect of any use of the Deliverables and any Engineer's IP therein for any location other than the Site or for any work or project other than the Work or the Project for which the Deliverables were intended and the Client shall indemnify the Engineer from and against any and all Claims in any way arising out of or related to: (i) alteration, modification or amendment to the Deliverables by the Client, any Other Municipality, the Client's and any Other Municipality's other consultants, contractors, subcontractors, suppliers, agents, employees or tenants, or any other person for whom the Client or Other Municipality (as applicable) is responsible at law; (ii) use of the Deliverables and any Engineer's IP therein in connection with any other work or project of the Client except the extent, if any, the Engineer performed services for such other work or project of the Client; and/or (iii) use of the Deliverables and any Engineer's IP therein by any Other Municipality for any other work or project of such Other Municipality, except to the extent, if any, the Engineer performed services for such other work or project of the Other Municipality. For certainty, the Client's liability for Claims under this Subsection 1.7.4.3 shall include the obligation to reimburse the Engineer for all legal fees (including costs of defense) reasonably incurred by the Client as a direct result of such Claims on a full indemnity basis.

.4 The Client shall give the Engineer written notice of any Sublicense granted pursuant to Section 1.7.3.3 identifying the person to whom such Sublicense was granted and the intended use of such Sublicense within 30 calendar days of such Sublicense having been granted. For certainty, the right to grant Sublicenses pursuant to Section 1.7.3.3 is exclusive to the Client and does not include the right of any sublicensee to grant further sublicenses or sub-sublicenses to any Other Municipalities or other persons.

1.7.5 The Engineer represents and warrants that its Deliverables do not infringe the patent, copyright, trademark or other intellectual property rights of another person. The Engineer shall indemnify the Client in the event of any Claims suffered by the Client resultant from the Engineer's breach of this Subsection 1.7.5.

1.8 Confidential Information

1.8.1 Neither party shall divulge any specific information identified as confidential, communicated to or acquired by them, or disclosed by the other party in the course of carrying out their obligations under this Agreement. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the receiving party by a third party without obligation of confidentially, which is independently developed by a party without access to the other party's information, or which is required to be disclosed by law or court order. No such received, confidential information shall be used by one party on any other project without the prior written approval of the other party.

1.8.2 Each party agrees to obtain the consent in writing of the other before publishing or issuing any confidential information regarding the Project.

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1.9 Inspection, Records and Audit

1.9.1 The Client, or persons authorized by the Client, shall have the right, upon reasonable notice and at all reasonable times during business hours, to inspect or otherwise review, at the offices of the Client, any and all documents and records in relation to the Services performed, or being performed, under the Project and at the Site.

1.9.2 Where Services are to be performed on a time and materials basis:

.1 the Engineer shall keep a detailed record of the hours worked by staff employed for performance of the Services in order to provide data for the calculation of fees; and

.2 the Client may inspect the Engineer's applicable timesheets and records of expenses and disbursements at all reasonable times during business hours.

1.9.3 The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.

1.9.4 For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate (i) all charges and payments under the Agreement and (ii) that all Deliverables were provided in accordance with the Agreement.

1.10 Time for Performance and Delays

1.10.1 Unless agreed otherwise by the parties in writing, the Engineer shall:

.1 commence the Services by September 22, 2026 , and

.2 complete the Services upon the later of (i) November 24, 2028 or (ii) year(s), month(s), week(s) after completion or abandonment of the Work.

1.10.2 The Engineer shall perform the Services expeditiously and in such sequence as the Client may reasonably require to ensure efficient and orderly progress of the Project and the Work and in accordance with the Schedule or any other schedule for such performance of the Services as agreed to by the parties in writing.

1.10.3 In the event that the start of the Project is delayed for sixty (60) calendar days or more in a manner that materially affects the ability to deliver the Services for reasons beyond the control of the Engineer, the Engineer shall have the right to renegotiate the Agreement before the commencement of the Project.

1.10.4 Except with respect to payment obligations already in process, neither party shall be liable for any delay or failure in performance of their respective obligations under this Agreement to the extent caused by or resultant from an event of Force Majeure.

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1.10.5 Upon the occurrence of a Force Majeure event, the impacted party shall notify the other in writing with reasonable promptness and, in any event, no later than seven (7) calendar days after becoming aware of the Force Majeure event, explaining the facts and circumstances and the Client and Engineer shall then cooperate to establish a mutually acceptable revision to the timing for performance of the subject obligation, including to the Schedule, as necessary and applicable.

1.11 Suspension or Termination

1.11.1 The Client may, at any time upon fourteen (14) calendar days' written notice, suspend the Services or any portion thereof at any stage of the Project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to safely close out their Services, and otherwise suspend all operations in respect of its Services or such part of the Services which may be identified as suspended. In such an event, and except to the extent that the suspension was required as a result of the Engineer's negligence or breach of this Agreement, the Engineer shall be entitled to payment for the direct costs reasonably incurred by the Engineer as a direct result of such suspension, and the Schedule shall be extended for such reasonable time as the Client and Engineer may together decide. In no event shall such costs include Consequential Damages. The Engineer will make every effort to mitigate costs, expenses and impacts to the Client resultant from suspension.

1.11.2 If the period of suspension is ninety (90) calendar days or less, upon notification by the Client, the Engineer will resume the performance of the Services as soon as practicable and in any event within seven (7) calendar days in accordance with the terms of the Agreement. If the period of suspension exceeds ninety (90) calendar days, no Services will be resumed or be completed in accordance with the terms of the Agreement prior to the parties having agreed upon the resumption and its terms and conditions, unless the suspension was required as a result of the Engineer's negligence or breach of this Agreement in which case the Engineer's agreement is not required. Failing agreement on the resumption and its terms and conditions, the notice of suspension will be deemed to be a notice of termination and Subsection 1.11.5.2 shall apply.

1.11.3 Without limiting the rights and obligations in Subsection 1.11.2, where an event of Force Majeure resulting in suspension of the Services continues for a period of ninety (90) calendar days or more, the Engineer shall not resume the Services until the parties have agreed upon the terms and conditions for their resumption. The parties shall work cooperatively to endeavour to reach an agreement. Failing such agreement, either party may elect to terminate the Agreement upon provision of ten (10) Business Days' written notice to the other.

1.11.4 Either party may terminate this Agreement:

.1 upon seven (7) calendar days' written notice to the other party and without further liability in the event the other party is in material breach of this Agreement and fails to remedy such breach within seven (7) calendar days of receiving written notice of the breach, provided that the breach was not caused or contributed to by the party seeking to terminate this Agreement; or

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.2 immediately upon notice if the other party becomes insolvent or files for or is put in bankruptcy or makes a general assignment in favour of its creditors, or if all or any part of its property is put under receivership.

.3 Upon such termination by either party, unless due to negligence, the Client shall pay the Engineer for all Services performed to the date of termination.

Where such termination is by the Engineer, the Client shall also reimburse the Engineer for the direct costs reasonably incurred by the Engineer as a direct result of such termination, but not to include Consequential Damages.

1.11.5 In addition to the foregoing, the Client may terminate this Agreement as follows:

.1 upon notice, if the Project is lawfully interrupted for more than ten (10) calendar days pursuant to an ordinance originating with a court or public authority having jurisdiction, in which case the Client agrees to pay the Engineer for the Services duly performed up to the date of termination; or

.2 for convenience by giving the Engineer fourteen (14) calendar days' prior written notice of its intention to terminate, in which case the Client agrees to pay the Engineer for the Services duly performed up to the date of termination and to reimburse the Engineer for the direct costs reasonably incurred by the Engineer as a direct result of such termination, but not to include Consequential Damages; or

.3 immediately upon notice of the death of the Engineer if the Engineer is an individual and deceases before their Services have been completed, in which case the Client shall pay for the Services duly performed up to rendered and disbursements incurred by the Engineer to the date of such termination.

1.11.6 All representations, indemnities, obligations of confidentiality and other obligations under this Agreement that by their nature are intended to survive termination shall so survive termination or expiration of this Agreement.

1.12 Indemnification

1.12.1 The Engineer shall indemnify the Client, including its respective parent, subsidiaries, affiliates, officers, directors, employees, agents, successors and assigns from and against any claims, liabilities, demands, losses, settlements, costs, expenses, penalties, damages, actions, suits, or proceedings ("**Claims**") arising from or caused by the Engineer's negligent acts, errors or omissions or breach of this Agreement or non-performance of its obligations under this Agreement. For certainty, the Engineer's liability for Claims under this Subsection 1.12.1 shall include the obligation to reimburse the Client for all legal fees (including costs of defense) reasonably incurred by the Client as a direct result of such Claims on a full indemnity basis.

1.12.2 Each party shall indemnify the other, including its respective parent, subsidiaries, affiliates, officers, directors, employees, agents, successors and assigns from and against any Claims by third parties that arise out of or are attributable to this Agreement or the Services, including Claims attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of

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tangible property, to the extent that such Claims are attributable to or caused by the negligence or willful misconduct of the indemnifying party or anyone for whose acts the indemnifying party is responsible in law.

1.12.3 In no event shall either the Client or the Engineer be liable to the other, or their respective directors, officers or employees, for Consequential Damages arising out of or related to this Agreement, the Project, the Work or the Services.

1.12.4 The parties' liability for any and all Claims whatsoever, including, without limitation, in tort, contract, strict liability, indemnity or otherwise, arising out of, or in connection with this Agreement shall be limited as follows:

.1 in respect to Claims suffered by the Client or Engineer, as the case may be, for which insurance is to be provided pursuant to Section 1.13, to the amount of such insurance that is required to be held for one claim or occurrence pursuant to Section 1.13.

.2 in respect to Claims suffered by the Client or Engineer, as the case may be, for which insurance is not required to be provided pursuant to Section 1.13, to the total compensation to be paid to the Engineer pursuant to this Agreement.

.3 in respect to Claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of Claims advanced by third parties, the limits set forth in Subsections 1.12.4.1 and 1.12.4.2 above shall apply.

1.12.5 To the fullest extent permitted by law, no shareholder, officer, director, partner, principal or employee of the Client or Engineer shall have personal liability under any provision of this Agreement or for any matter in connection with the Services provided.

1.13 Insurance

1.13.1 The Engineer shall provide and maintain at its sole expense the insurance coverage stipulated in this Agreement. Insurance is to be carried through locally licensed insurers with a minimum A Best rating or as otherwise acceptable to the Client. Certificates of insurance showing the following coverages shall be provided by Engineer upon request:

.1 **Commercial General Liability Insurance:** Commercial General Liability Insurance shall be carried in the amount of $ 5,000,000.00 per occurrence and $ 5,000,000.00 in the aggregate providing coverage for Bodily Injury, Property Damage, Products and Completed Operations Liability, Contractual Liability, and Severability of Interests. The Engineer shall include the Client as an "Additional Insured" and provide a waiver of subrogation in their favour.

.2 **Automobile Insurance:** If used in the performance of the Engineer's Services, Automobile Liability Insurance, including bodily injury and property damage, in the amount of $ 2,000,000.00 including any owned, leased, hired and non-owned automobiles.

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.3 **Professional Liability Insurance:** Professional Liability Insurance shall be carried in the amount of $ 2,000,000.00 per claim and $ 2,000,000.00 in the aggregate. Insurance must be carried for a minimum of three years after Project completion, and, if applicable, shall have no exclusion for pollution, mold or asbestos coverage.

.4 **Cyber Liability Insurance:** If there is exposure of the Engineer to confidential or personal data, Cyber Liability Insurance, with limits of at least $ per claim and $ in the aggregate, to be maintained for the duration of this Agreement. Cyber liability is to respond to privacy and network security liability claims including:

(i) Liability arising from theft, dissemination, and/or use of confidential information regardless of how the information is stored or transmitted.

(ii) Liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems, including denial of service, unless caused by a mechanical or electrical failure.

(iii) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or their person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

(iv) Crisis-management expenses (i.e., notification, public relations, reputation damage, forensics, etc.) for a date breach.

.5 **Worker's Compensation;** The Engineer shall provide evidence of compliance with workers' compensation legislation at the Site.

1.13.2 **Additional Coverage:** If the Client requests to have the amount of coverage increased from that detailed in the Contract Documents or requests other special insurance for this Project, then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement.

1.13.3 It is understood and agreed that the coverage provided by the foregoing policies will not be materially changed or cancelled by the Engineer until thirty (30) calendar days' written notice to the Client of such material change or cancellation has been delivered.

1.13.4 The Client shall ensure that, where applicable, its other consultants have adequate insurance in respect of the services they will provide for the Project, including with respect to professional liability insurance.

1.13.5 For the purpose of meeting the limit of insurance required in Subparagraphs 1.13.1.1 and 1.13.1.2, the Engineer may use a combination of Commercial General Liability/Automobile Liability supported by Umbrella Liability or Excess Liability to meet the required limits of insurance.

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1.14 Dispute Resolution

1.14.1 Subject to the Construction Act and all applicable laws, the parties agree that all disputes in respect of this Agreement or the Services shall be addressed as set out in this Section 1.14. Notwithstanding any dispute, it shall be the responsibility of each party to continue to perform its obligations under this Agreement pending resolution of such disputes.

1.14.2 Negotiation.

.1 In the event a matter of difference arises between the Engineer and the Client in relation to the Agreement, the grieved party shall send a written notice of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall provide a written response to the grieved party within ten (10) Business Days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.

.2 The Engineer and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.

.3 In the event of failure by the Engineer and the Client to reach agreement within ten (10) Business Days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Subsection 1.14.3 herein unless either party elects to terminate the negotiations and forego mediated negotiations by giving written notice to the other party within such ten (10) Business Days of receipt of the responding party's reply.

1.14.3 Mediation.

.1 Where neither party has given written notice foregoing mediated negotiations pursuant to Subsection 1.14.2.3, this Subsection 1.14.3 shall apply.

.2 The Engineer and the Client shall jointly select an impartial mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Agreement. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.

.3 The Mediator shall meet with the parties within ten (10) Business Days after the selection of the Mediator, or as soon thereafter as is practicable, to attempt to mediate and resolve the dispute. The Engineer and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.

.4 If no agreement is reached upon mediation, or if either party concludes that further mediation is unlikely to result in agreement, then either the Engineer or the Client may

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request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.

.5 If no agreement is reached the mediator will terminate the mediated negotiations by giving written notice to the Client and Engineer.

.6 All meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate at a time and location as determined by the parties.

.7 The costs and expenses of the Mediator shall be shared equally by the Engineer and the Client.

1.14.4 Arbitration.

.1 By giving written notice to the other party within ten (10) Business Days after the date of termination of the negotiations pursuant to either Subsection 1.14.2.3 or 1.14.3.5, either party may refer such matter as is arbitrable to arbitration as provided in this Subsection 1.14.4.

.2 Where neither party has given written notice pursuant to Subsection 1.14.4.1, on expiration of the ten (10) Business Days the arbitration agreement under this Subsection 1.14.4 is non-binding on the parties and the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

.3 In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:

(i) The Client and the Engineer shall select an arbitrator within ten (10) Business Days of the submission of a dispute to arbitration under this Subsection 1.14.4, which arbitrator shall be neutral and independent of the parties. If the parties are unable to agree on an arbitrator, either party shall be at liberty to seek an appointment of an arbitrator upon application under the Arbitration Act.

(ii) The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.

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(iii) In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.

(iv) The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under subsection 45(1) (appeal on a question of law, with leave) or section 46 (setting aside award) of the *Arbitration Act*.

(v) Each party shall bear is own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the arbitrator.

(vi) Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act* and the *Courts of Justice Act,* RSO 1990, c C.43.

1.14.5 Nothing in this Agreement shall prevent the right of either the Engineer or the Client to refer to adjudication any dispute which may be adjudicated under the Construction Act. Any such adjudication shall be governed by the provisions of Part II.1 CONSTRUCTION DISPUTE INTERIM ADJUDICATION of the Construction Act.

1.15 Miscellaneous

1.15.1 Unless previously agreed to by the Client or in accordance with the Client's purchasing policies, the Engineer or any person, firm or corporation affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project or have an interest either directly or indirectly in any of the parties bidding on the construction of the Project.

1.15.2 Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party which consent shall not be unreasonably withheld.

1.15.3 This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15.4 Unless otherwise provided in this Agreement, where the Services are subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and, unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise set out in the Contract Documents. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

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1.15.5 Any additional requirements regarding insurance, permits, approvals, etc. to be listed here. If there are no additional conditions, then this Subsection 1.15.5 is to be left blank.

Refer to the attached City Insurance and Indemnity Provisions to MEA-CEO Agreement Supplementary Conditions.

[Remainder of page left intentionally blank. Article 2 follows.]

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ARTICLE 2 – SERVICES TO BE PROVIDED

2.1 Engineer's Services

Services to be provided by Engineer in addition to its obligations set out in Article 1:

Refer to the attached City of Sault Ste. Marie Request for Proposal and AECOM's Time Cost Matrix and Schedule Plan.

2.2 Exclusions from the Engineer's Services

The following are expressly excluded from the Services:

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2.3 Responsibilities of the Client

Responsibilities of the Client in addition to those set out in Article 1:

Refer to the attached City of Sault Ste. Marie Request for Proposal and AECOM's Time Cost Matrix and Schedule Plan.

[Remainder of page left intentionally blank. Article 3 follows.]

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ARTICLE 3– FEES AND DISBURSEMENTS

3.1 Basis of Payment for this Agreement

3.1.1 The Client will compensate the Engineer in accordance with the fees and charges for Services as set out in this Article 3. The parties have together determined that the following shall be the basis for such compensation (each as described in greater detail below):

☐ Percentage of Cost Basis

☐ Time Basis

☑ Upset Cost Limit Basis

☐ Lump Sum Basis

3.1.2 For certainty, all fees, irrespective of their basis, shall be in Canadian funds and exclusive of Value Added Taxes, which Value Added Taxes are to be added to each invoice. All payments shall be subject to the requirements of the Construction Act.

3.1.3 **Expenses.** Where compensation is on a "percentage cost", "time" or "upset cost limit" basis, the Engineer shall, in addition to such compensation, be reimbursed for the actual cost plus an administrative charge of 0.00 %, for all reasonable expenses and disbursements properly incurred by the Engineer in connection with the Project including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements. For certainty, where compensation is on a "lump sum" basis, such compensation shall be deemed to include all such expenses and disbursements.

3.1.4 **Percentage of Cost Basis:** Where compensation is to be paid on a "Percentage of Cost Basis", the Client shall pay the Engineer fees calculated as a percentage of the Cost of the Work as follows:

TYPE OF SERVICE	% OF COST OF THE WORK

.1 Where compensation is to be paid on a "Percentage of Cost Basis", payment shall be made as follows:

(i) **Monthly Payment –** The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month, calculated upon the basis of the Engineer's estimate of the cost of that part of

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the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced. Any dispute in respect of the estimate shall be determined in accordance with Section 1.14 hereof.

(ii) **On Award of Construction Contract –** Following the award of the Construction Contract, the Engineer shall recalculate their fee on the basis of the tender quantities and prices on which the Construction Contract was awarded, plus the estimated cost of materials and other services supplied by the Client. Upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer. Any dispute in respect of the updated estimate shall be determined in accordance with Section 1.14 hereof.

(iii) **Delay of Award of Construction Contract –** In the event the Construction Contract is not awarded within months of the acceptance of the Engineer's design by the Client, the final fee for design shall be determined as in Subsection 3.1.4.1(i) above, and Subsection 3.1.4.1(ii) shall not apply. Further services for the Project beyond the months will be undertaken on a "time" basis as set out below.

(iv) **On Completion of the Work –** Following completion of the Work as defined in the Construction Act, the Engineer shall recalculate their fee on the basis of the Cost of the Work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer. Any dispute in respect of the calculation of fees shall be determined in accordance with Section 1.14 hereof.

3.1.5 **Time Basis:** Where compensation is to be paid on a "Time Basis":

.1 The Client shall pay the Engineer a fee, calculated on a time basis, for performance of the Services. Fees on a time basis for all staff shall be at hourly rates based on job classifications as agreed to by the parties in writing.

.2 If the Project is greater than one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

.3 All time expended on the Services, whether in the Engineer's office, at the Site, or elsewhere, excluding including travel time (eligibility of travel time shall be determined by the Client as outlined in the Terms of Reference), shall be chargeable.

.4 When requested by the Client, the Engineer shall provide, for approval by the Client:

(i) An estimate of the total fees to be paid for the Services;

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(ii) A payment schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month consistent with the Schedule; and

(iii) A list of Engineer's Staff showing the number, classifications and hourly rates for Engineer's Staff for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff are to perform while employed on the Project. Such list shall designate the member of the Engineer's Staff who is to be the liaison person between the Engineer and the Client.

.5 The Engineer will require prior written approval from the Client for any of the following changes:

(i) Any increase in the estimated fees beyond those approved under Subsection 3.1.5.4(i);

(ii) Any change in the schedule which results in a longer period than provided in Subsection 3.1.5.4(ii); and/or

(iii) Any change in the number, classification and hourly rate ranges of the Engineer's Staff provided under Subsection 3.1.5.4(iii).

.6 The Engineer shall submit an invoice to the Client for all Services performed and reimbursable expenses incurred, if any, in the immediately preceding month.

3.1.6 **Upset Cost Limit Basis:** Where compensation is to be paid on an "Upset Cost Limit Basis":

.1 The Engineer shall be paid a fee, calculated on a "Time Basis", for the Services in accordance with Subsection 3.1.5.

.2 The parties further agree that, notwithstanding Subsections 3.1.3 and 3.1.6.1, the total fees and disbursements to be paid by the Client to the Engineer for the Services shall not exceed the total upset amount of $ 514,002.25 plus Value Added Taxes.

.3 Notwithstanding Subsections 3.1.6.1 and 3.1.6.2, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent of Project completion in the opinion of the Client.

3.1.7 **Lump Sum Basis:** Where compensation is to be paid on a "Lump Sum Basis":

.1 Fees for the Services will be the fixed fee of $, which fee is inclusive of all labour, disbursements, reimbursable expenses, overhead and profit.

.2 Progress invoices will be issued monthly for an amount based on the percentage of Services completed, except that where the parties have agreed to payment of the lump sum on the basis of milestones, progress invoices shall be issued following achievement of each milestone for the amount of the agreed-to milestone payment.

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.3 If the Project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for Services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the Project.

3.2 Invoicing and Payment

3.2.1 All invoices submitted by the Engineer to the Client under this Agreement shall contain the following information (together with any other information required by the Construction Act):

.1 The Engineer's name and address;

.2 The date of the invoice and the period during which invoiced Services were supplied;

.3 Information identifying the Agreement under which Services were supplied;

.4 A description of the Services supplied;

.5 The amount payable for the Services supplied, and a statement that payment is due upon receipt;

.6 The name, title, telephone number and mailing address of the person to whom payment is to be sent;

.7 If requested by the Client, a written report showing the portion of the Services completed in the preceding month; and

.8 The following additional information (if any):

3.2.2 If the Client intends to dispute any invoice delivered by the Engineer, in whole or in part, the Client shall, within fourteen (14) calendar days of receiving the invoice, deliver to the Engineer a notice of non-payment as prescribed by the Construction Act. Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out in Subsection 3.2.3.

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3.2.3 Invoices will be due as presented and payable by the Client upon receipt, and in any event no later than twenty-eight (28) calendar days after receiving the proper invoice detailed in Subsection 3.2.1.

3.2.4 Interest on overdue accounts will be charged at the rate of 12.00 % per annum.

Remainder of page left intentionally blank. Signature page follows.

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This Agreement is entered into by the parties on the date first set out above as evidenced by its execution as follows:

ENGINEER: AECOM Canada ULC

The signatory shall have the authority to bind the Engineer for the purposes of this Agreement.

This _____ day of _____ 20___

Signature		Signature	
Name	Christopher Cecchetto	Name	
Title	Sr. Project Director, Northern Ontario	Title	

CLIENT: The Corporation of the City of Sault Ste. Marie

The signatory shall have the authority to bind the municipality or its agency for the purposes of this Agreement.

This _____ day of _____ 20___

Signature		Signature	
Name	Matthew Shoemaker	Name	Rachel Tyczinski
Title	Mayor	Title	City Clerk

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City Insurance and Indemnity Provisions to MEA-CEO Agreement Supplementary Conditions

Insurance and Indemnity provisions and considerations for use with the "Association of Consulting Engineering Companies/Ontario (ACEC-Ontario) in Partnership with the Municipal Engineers Association (MEA)" - "Client/Engineer Agreement for Professional Consulting Services 2024 (Version 4.0)"

Option B *(The following language to be used if the work involves any excavating, digging, drilling, core sample removal etc., and the Engineer is performing that work themselves (rather than a separate contract for those tasks):*

Notwithstanding the Order of Precedence as set out in the M.E.A./C.E.O. CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections "**1.12 Indemnification**" and "**1.13 Insurance**" in their entirety and replace with the following:

1.12 Indemnification

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

(a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and

(b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Engineer's failure to exercise reasonable care, skill or diligence or the Engineer's omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.

1.13 Insurance

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City's Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City's Insurance and Risk Manager.

Commercial General Liability Insurance

Commercial General Liability ("**CGL**") insurance must include the City as an Additional Insured, with limits of not less than five million dollars ($5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement. Sudden and Accidental pollution coverage with limits of not less than two million dollars ($2,000,000) per occurrence (can also be provided under a separate Environmental Impairment or Pollution policy).

Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars ($2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

Professional Liability Insurance

Professional Liability Insurance coverage must have limits of not less than two million dollars ($2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

Additional Insurance considerations:

If the work involves any technology or IT aspects, Cyber coverage may be warranted – please forward these to Legal for review.

If any subconsultant is to be engaged (once approved by the City as per section 1.5.2) they will be required to place the same insurance coverages as outlined in section 1.13

Article 3 – Fees and Disbursements, Clause 3.1 – Basis of Payment

Clause 3.1.3 is deleted in its entirety and replaced with the following:
"Included in the fee, the Engineer shall be reimbursed at cost for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses.
"In addition, a communication/information Technology (IT) charge equal to 5% of invoiced labour costs will be charged to cover telephone charges, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, special delivery and expense charges, postage and IT costs. The IT assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The cost for reproducing specifications and drawing sets shall not be included in this rate."

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

2026PWE-ENG-07-P

PROFESSIONAL ENGINEERING SERVICES
PEOPLES ROAD STORMWATER MANAGEMENT PONDS

CLOSING DATE AND TIME REQUIREMENTS:

Electronic Submissions Only, will be received by the Bidding System

no later than 4:00 p.m. local time on Tuesday, August 11, 2026.

July 20, 2026

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SECTION 1

1. INFORMATION TO PROPONENTS

1.1 Introduction

The Corporation of the City of Sault Ste. Marie (the City) is requesting proposals from qualified proponents to provide professional engineering services associated with the design of dry stormwater management ponds as described in Section 2 Terms of Reference of the Request for Proposal document.

1.2 Methodology for Submitting Proposals

Registering to Bid

All Proponents shall have a Bidding System Vendor account and be registered as a Plan Taker for this Proposal opportunity, which will enable the Proponent to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark “preview” on them.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Proponent has obtained this Proposal Document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and be registered as a Plan Taker for the Proposal opportunity.

Electronic Submission

ELECTRONIC PROPOSAL SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions not permitted.

Proponents are cautioned that the timing of their Proposal Submission is based on when the Proposal is RECEIVED by the Bidding System, not when a Proposal is submitted, as Proposal transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that sufficient time is allotted to complete the Proposal Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System’s web clock.

Proponents should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Proponent advising that their proposal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support.

Late Proposals are not permitted by the Bidding System.

To ensure receipt of the latest information and updates via email regarding this RFP, or if a Proponent has obtained this RFP Document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and register as a Plan Taker for the proposal opportunity.

Proponents may edit or withdraw their Proposal Submission prior to the closing time and date. However, the Proponent is solely responsible to ensure the re-submitted proposal is received by the Bidding System no later than the stated closing time and date.

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

1.3 Errors, Omissions, Clarifications

It will be the Proponent's responsibility to clarify any questions before submitting a Proposal.

Submitting questions and receiving addendums

Questions related to this RFP are to be submitted to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific proposal opportunity.

An addendum issued through the bidding system is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the Proponent should not utilize any information obtained outside this protocol.

Proponents shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.

It is the responsibility of the Proponent to review all Addenda that are issued. Proponents should check online at Sault Ste. Marie Bid Opportunities Website prior to submitting their Proposal and up until Proposal closing time and date in the event additional addenda are issued.

In the event that a Proponent submits their proposal prior to the issuance of an addenda, the Bidding System will **withdraw** the submission and change the submission status to "**Incomplete**". The Proponent is solely responsible to:

- make any required adjustments to their Bid;
- acknowledge the addendum/addenda; and
- ensure the re-submitted Proposal is received by the Bidding System no later than the stated Proposal closing time and date.

1.4 Withdrawal/Decline of Proposal

Proponents may edit or withdraw their Proposal Submission prior to the closing time and date. However, the Proponent is solely responsible to ensure the re-submitted proposal is received by the Bidding System no later than the stated closing time and date.

1.5 Informal Proposals

Proposals are to conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, errors, or irregularities of any kind, may be rejected as informal.

1.6 Proposal Evaluation

The successful proponent will be selected based on evaluation of the proposal utilizing a rating system which considers the requirements mentioned below. A committee composed of City staff will be used in the selection process. The proponent shall outline:

1) Firm's and Consulting team's demonstrated expertise in projects of similar scope. Include relevant past experience on similar projects and professional representative experience including references and key personnel (30%);

2) Detailed proposed work plan and methodology to be undertaken, including any other information or content relevant to the completion of project (35%);

3) A detailed schedule recognizing critical deliverables, progress meetings and timelines (15%); and

4) A fee or commission schedule (showing HST as extra). No further payment will be made above this figure unless authorized in advance by the City (x20%).

In the evaluation process, the City may consider the proponent's past performance or conduct on previous contracts with the City or other institutions.

The above list of criteria represents areas which are to be specifically addressed in the proposal. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed above may also receive consideration. The order in which the criteria are listed does not indicate the weighting of the evaluation.

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals. Negotiations will not constitute a legally binding offer to enter into a contract on

the part of the City or the proponent.

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process. Interviews may be required. **Please see Paragraph 1.10 concerning incurred costs associated with attendance at such interviews.**

IMPORTANT: The decision of the City of Sault Ste. Marie with respect to this Request for Proposals is considered final. In submitting a Proposal, Proponents agree that there is no recourse to the City of Sault Ste. Marie for its decision.

1.7 Site Inspection and Requirements of Work

Proponents are required to submit their proposals upon the conditions that they shall satisfy themselves by personal examination of the location of the proposed works, and by such other means, as they may prefer, as to the actual conditions and requirements of the work.

The successful Proponent is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any onsite work on this Contract and shall be kept current for the duration of the Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement can be found by visiting Sault Ste. Marie Health and Safety page. Responsibility for compliance with this requirement for its Subcontractors is the responsibility of the successful Contractor. Failure to comply with the requirements of this Program will result in loss of the contract.

1.8 Proposal Left Open

The Proponent shall keep their Proposal open for acceptance for ninety (90) days after the closing date.

1.9 Schedule

(A) Release of RFP: July 20, 2026
(B) Question Close: July 29, 2026
(C) Submission of Proposal: August 11, 2026
(D) Recommendation of Award: September 2026
(E) Commencement of Services: September 2026

The City reserves the right to alter the scheduling of items "D" to "E". Proponents are asked to designate one contact person to whom any additional information deemed to be

relevant to the proposal may be communicated. Complete Contact Coordinates including email address shall be included in the Proposal.

1.10 Incurred Costs

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of Proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

1.11 Alterations to Documents

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

1.12 Confidentiality & Post-Award Comment

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*.

Post-Award Comment by the City regarding this Request for Proposal may be limited to written notification to all Proponents of the successful Proponent's name and address only. **In submitting a Proposal, Proponents acknowledge and agree to this provision.**

1.13 Municipal Freedom of Information & Protection of Privacy Act

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the *Act*. The *Act* gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the *Act*.

1.14 Indemnification and Insurance

The successful Proponent will indemnify and save harmless the City against and from all

actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur, become liable for, or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful Proponent of any provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful Proponent or any of its agents or employees or any other person or persons, in, on, or about the premises.

The rights to indemnity contained in this section shall survive any termination of the agreement, anything in this agreement to the contrary notwithstanding.

In addition to the Insurance required for compliance with the requirements of the City's Contractor Pre-Qualification Program, the successful Proponent shall also maintain Professional Liability Insurance as may be required and appropriate for the Project.

1.15 Agreement for Services

The City Purchase Order issued, the Proposal submitted by the successful Proponent and the RFP as issued and amended shall constitute the Agreement for this Project.

The successful Proponent will be required to enter into an agreement for professional services such as a standard MEA/CEO *(2024-Version 4.0)* for engineering services, with the City's Insurance and Indemnity Provisions Supplementary Conditions *(Attachment)*; and with a fee limit established at the outset of the agreement. Additional fees for unforeseen work that may be required must be approved in writing by the City prior to expenditure. An alternate agreement may be approved for use provided it meets city requirements.

SECTION 2

2. TERMS OF REFERENCE

2.1 Introduction

The City of Sault Ste. Marie is requesting proposals for engineering services associated with the design of dry stormwater management ponds (SWM) identified in the Peoples Road Area Overland and Basement Flooding Class EA.

Engineering services required for this project include preliminary design, detailed design, approvals support, contract administration and field inspection of stormwater management pond works and associated appurtenances.

Therefore, the successful Proponent(s) will collect and analyze information to develop recommendations, design, prepare tender documents and administer contracts for the construction of the proposed works.

The detailed survey for the project area will be provided by the City.

2.2 Background

In 2020, the City initiated a Class Environmental Assessment (EA) to study overland and basement flooding within the Peoples Road area.

One of the recommendations from the EA was construction of dry stormwater management ponds at the following locations:

- immediately downstream of the cemetery;
- Elliott Field at the location of the former stormwater management pond;
- Elliott Field immediately adjacent to Elliott Road and east of the pickleball courts; and
- immediately west of Peoples Road and south of the Hillside Drive properties.

The EA notes that these pond concepts are conceptual in nature and will need to be confirmed and refined through the preliminary and detail design phases. The EA is available online at: https://saultstemarie.ca/work/environment/class-ea/peoples-road-area-overland-and-basement-flooding/

The City intends to deliver construction in two phases. Two ponds are intended to be

constructed in 2027, with the remaining two ponds intended to be constructed in 2028. All construction budgets are subject to Council approval.

2.3 Project Scope

The successful Proponent will use engineering principles to design stormwater management facilities that meet current standards.

The scope of services is anticipated to include:

- review of the Class EA and available background information;
- preliminary and detailed design of the SWM facility and associated appurtenances;
- completion of supporting investigations, reviews and analysis as required;
- preparation of approval and permit application packages, as required;
- preparation of tender and contract documents;
- contract administration and field inspection, as required; and
- as-built drawings.

The assignment may include design and approvals of associated works required for the function of the ponds, including inlet and outlet works, grading, berms, ditching, erosion protection, access and site restoration.

The City intends to deliver the construction over two phases. Proponents should submit their proposals assuming that two ponds will be tendered in 2027 and the remaining two ponds will be tendered in 2028.

2.4 Municipal Class Environmental Assessment Requirements

This project is being advanced on the basis of the completed Peoples Road Area Overland and Basement Flooding Class EA. The successful consultant must satisfy themselves with the applicable Municipal Class EA requirements for the final scope of work.

2.5 Project Requirements

Communications - Meetings, Workshops and Public Information Centres

The minimum is expected:

- Three Design Meetings with City staff
- Construction Notice to Neighbouring Properties
- Contract / tender preparation in 2027
- Contract administration in 2027

- Contract / tender preparation in 2028
- Contract administration in 2028

Project requirements are anticipated to include those investigations and reviews necessary to support the design, including geotechnical, environmental, archaeological, utility and approvals coordination as required by the final scope.

2.6 Existing Documentation

Additional documentation will be provided to the selected Proponent following award of the assignment. Available background information may include the completed Class EA report, conceptual drawings, available model information, City-provided survey information, existing as-constructed drawings and other relevant City records.

The selected Proponent shall review the information provided and satisfy themselves as to its completeness and suitability for the proposed scope of work.

2.7 Project Deliverables

The project deliverables shall include:

- Preliminary Design Reports
- Production and distribution of public notices
- Preparation of design and construction drawings
- Approval and permit application package
- under the Buy Ontario Act, establish a framework to prioritize Ontario and Canadian goods and services within the procurement
- Preparation of all tender and contract documents
- Contract Administration
- As-built drawings

2.8 Project Schedule

It is anticipated that the first phase of the project will be tendered March 2027 with construction initiated by May 2027 and the second phase tendered March 2028 with construction initiated by May 2028.

Provide detailed project schedule recognizing critical deliverables, progress meetings and timelines; indicating how they intend to meet the timelines established by the City

SECTION 3

3. SUBMISSION REQUIREMENTS

3.1 Experience & References

Demonstrate your Firm's and Consulting team's expertise in requested project services of similar scope and size, within the last five (5) years preferred.

- Include relevant past experience on similar projects and professional representative experience, providing relevant references (minimum of 3).
- Include listing of Key Personnel with brief Curriculum Vitae (CV) and Roles to be utilized for the Project.

Complete these section(s) within the Bidding System:

- Step 3: References
  - Company Overview
  - Previous Relevant Projects
  - References
  - Project Team Experience and Qualifications
- Step 4: Documents
  - CVs, as Document Upload

3.2 Methodology

Proponent to demonstrate their understanding of the scope and purpose of the project, project requirements, and deliverables.

Proponents should include details of their Work Plan and Methodology

Value Add - Outline any additional services which may be beneficial to delivery and completion of the Project.

Complete these section(s) within the Bidding System:

- Step 2: Specifications (Methodology)
  - Project Understanding, Methodology, Approach and Work Plan

3.3 Project Timelines

Provide project timeline/schedule recognizing critical deliverables, progress meetings and timelines; which demonstrates your commitment to deliver the results in accordance with

the timelines provided.

Complete these section(s) within the Bidding System:

- Step 2: Specifications (Timelines)
  - Project Schedule outline
- Step 4: Documents
  - Schedule Chart, as Document Upload

3.4 Fee Schedule

Proponents shall provide a fee schedule for the project(s) broken down into steps reflecting the required scope of services listed in the requirements above. Time allotments, including staff names and disbursements must be identified for each step. Fees associated with subconsultants must be listed in a similar fashion. Agents will not be reimbursed for travel expenses

The fee schedule shall clearly identify work associated with the 2027 phase and the 2028 phase.

For contract administration, proponents shall assume two contract administration phases of 18 weeks each. Proponents shall also state whether, in their opinion, this duration is adequate for the proposed scope of work.

It is preferred that the fee schedule be all inclusive with HST shown as extra. A minimal number of exclusions should be shown and must be itemized with the Proposal.

Invoicing shall be limited to services actually performed in accordance with the fee schedule proposed.

Complete these section(s) within the Bidding System:

- Step 1: Schedule of Prices
  - Fee Estimate
- Step 4: Documents
  - Task-Cost Matrix, as Document Upload

SECTION 4

4. APPENDICES

Applicable (plans/drawings/attachments)

The following list of documents are provided as attachment and form a part of the RFP document:

- City Insurance and Indemnity Provisions to MEA-CEO Agreement Supplementary Conditions

Addendum #1
Bid Opportunity: 2026PWE-ENG-07-P - Professional Engineering Services
Peoples Road Stormwater Management Ponds
Closing Date: Friday, August 21, 2026 4:00 PM

Notification of Closing Date Change:

Per the email issued through the bidding platform on July 30, 2026, the City of Sault Ste. Marie would like to inform you that the closing date of 2026PWE-ENG-07-P - Professional Engineering Services Peoples Road Stormwater Management Ponds has been changed to **Friday, August 21, 2026 4:00 PM.**

End of Addendum

2026PWE-ENG-07-P - Professional Engineering Services Peoples Road Stormwater Management Ponds

Opening Date: July 20, 2026 4:40 PM

Closing Date: August 21, 2026 4:00 PM

Vendor Details

Company Name:	AECOM Canada ULC
Does your company conduct business under any other name? If yes, please state:	AECOM Canada Architects Ltd.
Address:	105 Commerce Valley Drive West, 7th Floor Markham, Ontario L3T 7W3
Contact:	Natalie Ioannides
Email:	natalie.ioannides@aecom.com
Phone:	905-747-7760
Fax:	905-886-9494
HST#:	850170416

Submission Details

Created On:	Thursday July 30, 2026 14:53:26
Submitted On:	Friday August 21, 2026 14:23:47
Submitted By:	Natalie Ioannides
Email:	natalie.ioannides@aecom.com
Transaction #:	89492767-da1f-4137-b764-93b25689b90b
Submitter's IP Address:	173.33.39.168

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional. Pricing in Canadian Funds.

* Denotes a "MANDATORY" field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a $0.00 dollar value.

FEE ESTIMATE - ENGINEERING SERVICES

Provide pricing in Canadian Dollars (excluding HST). HST is extra to tendered pricing and shall not be included in the Unit Price tendered

Proponent shall provide a fee estimate for the total cost of the services.

An attached Task-Cost Matrix providing breakdown of fees shall be provided in the Document Upload section of the Bidding System, and shall equal the fee estimate provided.

Description	Lump Sum Price *
Bid Price for the Work as specified in the Bid Call Documents	$514,002.2500
Subtotal:	$ 514,002.25

Summary Table

Bid Form	Amount
FEE ESTIMATE - ENGINEERING SERVICES	$ 514,002.25
Subtotal Contract Amount:	$ 514,002.25

PROJECT UNDERSTANDING, APPROACH AND WORK PLAN

The proponent will provide detailed information demonstrating their project understanding and proposed work methodology to achieve the project deliverables.

Description	Response *
Proponent to demonstrate their understanding of the scope and purpose of the project, project requirements, and deliverables.	AECOM understands that the City is advancing the recommendations of the completed Peoples Road Area Overland and Basement Flooding Class EA through the preliminary design, detailed design, approvals, tendering, and construction of four dry stormwater management ponds. The ponds are intended to provide additional stormwater storage, attenuate peak flows, and reduce the potential for downstream overland flooding within an area that has historically experienced flooding during significant precipitation and snowmelt events. The four pond concepts identified through the Class EA are preliminary and require confirmation and refinement through the design process based on current survey information, hydraulic performance, site constraints, constructability, and applicable design standards.

	AECOM recognizes that successful delivery requires consideration of each pond as part of the broader storm drainage system, rather than as an isolated facility. Preliminary design will confirm contributing drainage areas, required storage volumes, inlet/outlet configurations, grading, berms, ditching, erosion protection, access, site restoration, and downstream hydraulic impacts. The existing Class EA and supporting PCSWMM model will provide the basis for confirming pond performance and demonstrating that the proposed works provide the intended flood mitigation benefits without adversely affecting downstream infrastructure or properties. The Class EA specifically identified the importance of managing downstream peak flows and coordinating the Peoples Road pond with related downstream improvements. AECOM also understands that this is an implementation-focused assignment with two construction phases. Two ponds are to be tendered in March 2027 with construction beginning by May 2027, followed by the remaining two ponds tendered in March 2028 and construction commencing by May 2028. Accordingly, design, supporting investigations, permits and approvals must be strategically sequenced to protect these milestones. Required deliverables include Preliminary Design Reports, public notices, design and construction drawings, approval and permit packages, tender and contract documents, contract administration and field inspection, and as-built drawings. AECOM will also incorporate the required framework to prioritize Ontario and Canadian goods and services in accordance with the Buy Ontario requirements identified by the City.
Identify major work criteria of the services, with clear explanations of steps required to achieve the deliverables, outlining any known challenges and risks associated with the project.	AECOM proposes a coordinated, staged approach that advances the Class EA concepts efficiently from preliminary design through construction while addressing technical, environmental, approval and schedule risks early. Upon contract award, AECOM will send digital copies of the proposed schedule and kick-off meeting agenda. AECOM's PM and key AECOM staff will attend the kick-off meeting and develop a clear and thoroughly defined project scope and work plan. The PM will see that all team members understand the scope of their respective work and how it relates to overall project delivery and cost. AECOM will be responsible for contact, co-ordination, preparation of meeting/presentation materials, maintaining contact lists, managing notifications, documentation of minutes, meeting notes and summary of comments provided at public sessions. Background Information Review and Project Initiation • Review the completed Class EA, conceptual pond designs, PCSWMM model and available hydraulic information, City survey, as-constructed drawings, GIS information, existing utilities, and relevant City records. • Complete a site review of the four pond locations and confirm existing drainage patterns, receiving systems, access, adjacent properties, and physical constraints. • Establish design criteria and confirm project requirements, deliverables, responsibilities, and schedule with the City. • Identify information gaps and initiate required investigations early to avoid impacts to the 2027 tender milestone. It is assumed that the City will provide detailed topographic survey for each pond site, with AECOM field staff collecting supplementary information. Preliminary Design and Supporting Investigations • Refine pond footprints, storage requirements, grading, berm configurations, inlet/outlet structures, ditching, erosion protection, maintenance access, and restoration requirements.

	• Use the existing hydrologic/hydraulic model as the basis for confirming pond performance, downstream impacts, and required storage/control characteristics. • Complete or coordinate required geotechnical, archaeological, and utility investigations. • Confirm constructability, property limits, existing infrastructure conflicts, and preliminary construction costs. • Document the recommended designs in Preliminary Design Reports for City review. The Class EA identified several matters requiring further consideration during preliminary/detailed design, including areas of archaeological potential, potential natural heritage/SAR constraints, aquatic habitat considerations, and climate-change-related stormwater impacts. These investigations will therefore be initiated early enough to inform design and agency approvals rather than being treated as late-stage requirements. Archaeological Assessment A detailed Stage 1 Archaeological Assessment report is recommended to be completed. This report will provide the project with information to assist in the location of dry ponds and any associated infrastructure and delineate all areas of archaeological potential. The Stage 1 report will present results that will allow for any subsequent Stage 2 field assessment to be refined and scoped with more accuracy and efficiency. The Stage 1 AA will be provided to meet the requirements of the Project's Municipal Class Environmental Assessment Process (Class EA) and the Ministry of Citizenship and Multiculturalism's (MCM) 2011 Standards and Guidelines for Consultant Archaeologists in accordance with the Section 48 of the Ontario Heritage Act. The Stage 1 AA for the project will evaluate the archaeological potential based on proximity of features signaling the likelihood for archaeological resources to exist. Based on preliminary review of the location of the overall Project, it is anticipated that Stage 2 field investigation will be required upon finalization of the project's detailed design. As the Project is currently scheduled within the boundaries of Greenwood Cemetery, AECOM will be required to contact the respective cemetery operator and consult with the Bereavement Authority of Ontario (BAO) prior to any Stage 2 testing to determine if an additional investigation will be required to assess any possible impacts on unmarked burials. AECOM assumes that no more than five (10) previous archaeological assessments are present with 50 m of the study area that will require summary and digitizing. Geotechnical/Excess Soils/Hydrogeological Assessment The purpose of the geotechnical investigation program is to support the design of the dry SWMPs identified in the Peoples Road Area Overland and Basement Flooding Class EA. The investigation program will include the advancement of nine (9) boreholes at selected location to characterize subsurface soil conditions and support the development of geotechnical design recommendations. Deliverables for this assignment will include a geotechnical report summarizing the subsurface conditions and providing recommendations to support the design and construction of the proposed dry SWMPs. AECOM initially will undertake a detailed review of available background information and reports for the Project, in conjunction with existing published information and mapping within a radial distance of 500 m from the location of each proposed SWMP (i.e., the 'Project Study Area', PSA). Stemming from the results of the desktop information review, a field-based reconnaissance and supplemental data collection program will be completed in conjunction with a Project-specific geotechnical investigation, for the purposes of confirming local physical and hydrogeological conditions (including identification of potential water-bearing formations in the PSA) and collection of groundwater samples for laboratory quality analysis. A Hydrogeological Assessment Report (HAR) will also be prepared. Information presented within the HAR will be suitable in scope and detail to support both preliminary and detailed design efforts, as well as a filing on the Ontario Ministry of the Environment, Conservation

	and Parks (MECP) Environmental Activity and Sector Registry (EASR) in accordance with O.Reg. 63/16 (as amended by O.Reg. 66/25 on July 1st, 2025) for construction-related dewatering, where/if required. A qualified and experienced Hydrogeologist (P.Geo. or P.Eng.) will evaluate the local physical and environmental setting through a review and interpretation of available background information and field investigation data. HAR will be prepared and will include an assessment of factual hydrogeological data and provide an interpretation of hydrogeological conditions within the area of the Project and greater PSA. Stemming from the results of the desktop information review, a field-based reconnaissance and supplemental data collection program will be completed in conjunction with a Project-specific geotechnical investigation, for the purposes of confirming local physical and hydrogeological conditions (including identification of potential water-bearing formations in the PSA) and collection of groundwater samples for laboratory quality analysis. AECOM will establish a preliminary Excess Soils Management Strategy for the proposed works, prepared by a Qualified Person (QP) in accordance with Ontario Regulation 406/19 (On Site and Excess Soil Management) (Last amendment: 235/25), the Environmental Protection Act, and the MECP Rules for Soil Management and Excess Soil Quality Standards (October 10, 2025, R.R.O 347 (Waste Management), O. Reg. 351/12 (Waste Management Systems), The Strategy will define procedures for assessment, monitoring, tracking, and registration. The scope of the Excess Soils Management Strategy should include: • Evaluation the need for excess soil assessment, documentation, and/or registration in accordance with Excess Soils Regulation and the Soil Rules. o If the activities are exempt from the regulation and a letter or technical memorandum will be provided to the Region providing the confirmation and rationale for the exemption. • Classification of the excavated materials (soil and rock) from the project into two categories including excess soil or waste as per O.Reg. 406/19 and the waste regulations (O.Reg. 351/12 and O.Reg. 347). . • Provide the scope for assessment/documentation, tracking and notification/registration in accordance with the Soil Rules and O.Reg. 406/19. If determined required, the following assessment/documentation will be prepared in accordance with the Regulation and the Soil Rules by a QP or under the supervision of a QP, for each contract: • An Assessment of Past Uses (APU); • A Sampling and Analysis Plan (SAP); • A Soil Characterization Report (SCR); and • A Soil Management Plan (SMP). Permits and Approvals • Confirm applicable Municipal Class EA requirements for the final works. • Identify agency approval and permitting requirements at project initiation and maintain an approvals tracker. Pre-consultation meetings with the regulatory agencies to confirm field investigations and reporting requirements. If additional field investigations are requested, AECOM will inform City staff to discuss additional scope and costs. • Prepare and coordinate permit/application packages based on the refined designs. • Incorporate agency requirements and environmental mitigation measures into the design and contract documents. Detailed Design and Tendering • Advance the approved preliminary designs through detailed grading, pond geometry, inlet/outlet works, berms, ditching, erosion protection, access, and restoration design. • Prepare drawings, specifications, quantities, and construction cost estimates.

	• Undertake internal interdisciplinary and QA/QC reviews at key design milestones. • Conduct the required City design meetings and incorporate comments efficiently. • Prepare complete tender and contract packages for the 2027 and 2028 construction phases, including the required Buy Ontario procurement framework. Engineering drawings for each pond will be prepared using the City's approved format (assumed to be completed in the latest version of AutoCAD). The City will be provided with two complete sets of final construction drawings, complete tender set of drawings and document, and digital drawing files in the latest version of AutoCAD. The design drawings and reporting will be submitted to the City submitted for review, at 30%, 60% and 90% completion. Also, a final set of stamped drawings 100 % will be submitted together with the tender documents and cost estimates for each pond. A cover sheet with a key plan and general construction notes will accompany the design sheets. Cost estimates will be prepared for each pond. From experience, we have found that identifying construction items on a 'per unit' basis helps with the accurate estimation of costs and can be easily modified if there are scope changes. To estimate costs, we will prepare the Form of Tender, schedule of unit prices, and use the spreadsheet to outline the phasing, quantities, units of measurement and contingencies. We will assign the most recent unit costs gained through recent tender projects and develop the total cost estimate. The form of tender can then be used in the preparation of the tender documents. Construction Administration and Close-Out • Provide tender support, contract administration, and field inspection for each construction phase. • Issue construction notices to neighbouring properties and coordinate construction issues with the City and Contractor. • Review shop drawings, RFIs, progress quantities, changes, and deficiencies. • Complete construction close-out and prepare record/as-built drawings. AECOM will provide Project Administration Services during the construction period as required by the City, including conducting bi-weekly progress review meetings, prepare and circulate the meeting minutes, respond to inquiries related to the contract drawings from all external agencies, review and adjust as required the construction schedule, review contractor progress and final payment certificates and recommend for payment of extra work requests, confirm the validity of charges for deletions or additions and recommend on the issue of change orders. AECOM will provide experienced resident field staff to perform Construction Supervision and Inspection activities as required by the City, including the full range of tasks, such as compliance Review of the Contractor's work, advice on interpretation of the contract drawings, specifications and the preparation of supplemental details, instructions, and clarifications. Inspection staff will also notify the Contractor of any deficiencies of the construction of the work, instruct to take corrective actions and confirm the correctness, review, monitor and ensure compliance with Contractor environmental submissions as appropriate in the provisions of the Contract Documents. Meetings will be required throughout the construction phase to successfully complete the project. These meetings include a pre-construction meeting with the City and the construction contractor, bi-weekly progress meeting with the contractor, interim update meetings with the City as required and a project completion meeting. Last but not the least, the CA work will cover responding to all inquiries by external agencies, adjacent landowners and public members, and reviewing the certification of Substantial and Total

Performance for Construction Act purposes.

Project Management

• Implementation of all AECOM project management processes and procedures, including administrative setup in the AECOM Project Management platform, and development of Safety, Health and Environment (SH&E), Quality, and Communication plans. Issue construction notices to neighbouring properties and coordinate construction issues with the City and Contractor.

• Each week our Project Manager will review costs posted to the project during the previous week to identify issues early and implement mitigation measures to maintain budget and schedule. Monthly project management activities include monitoring of the budget and schedule using the earned value method, and the review of monthly invoices.

• In accordance with the RFP, we will attend and chair one project initiation meeting and minimum three (3) additional meetings through the design phases. We will also attend additional meetings at the City's discretion. We have been successful in using Microsoft Teams with various City meetings over the past several years which allows our team to share their computer screens with participants. We are prepared to conduct the meetings remotely through Microsoft Teams or, if desired, in person. AECOM will prepare agendas a minimum of two business days before meetings and circulate minutes within five business days after.

• Site-specific Safe Work Plan and Health & Safety Plan will be prepared, meeting Occupational Health and Safety Authority (OHSA) and Ontario Regulation 213/91 (Construction Projects) requirements and AECOM's internal H&S policies

Key Project Risks

Key project risks include the aggressive March 2027 tender milestone for the first two ponds, which provides a relatively short period following project initiation to complete background review, supporting investigations, preliminary design, approvals coordination, detailed design, and tender documentation. AECOM will manage these risks through early identification of critical-path activities and by advancing investigations, design, and approvals in parallel wherever practical. Key risks and mitigation measures include:

• Schedule and approvals: Early confirmation of survey information, design criteria, pond priorities, supporting studies, and agency requirements will be critical to maintaining the March 2027 tender milestone. AECOM will establish and regularly update the project schedule, identify critical-path activities, and promptly address issues that could affect key deliverables.

• Refinement of conceptual pond designs: The four pond concepts identified through the Class EA are conceptual and require confirmation through preliminary and detailed design. Pond footprints, storage requirements, grading, berms, inlet/outlet structures, erosion protection, access, and restoration will be refined based on current survey information, site constraints, constructability, and hydraulic performance.

• Hydraulic performance and downstream impacts: The ponds form part of the broader Peoples Road stormwater drainage system and cannot be designed in isolation. AECOM will use the existing hydrologic/hydraulic model as the basis for confirming storage and discharge requirements, evaluating proposed conditions, and verifying that the works achieve the intended flood mitigation benefit without adversely affecting downstream infrastructure or neighbouring properties.

	• Subsurface conditions and utilities: Existing information may not fully characterize soil, groundwater, or utility conditions at each site. These uncertainties may influence excavation, berm design, dewatering, outlet construction, access, and construction costs. Required geotechnical and utility investigations will therefore be initiated early so that identified constraints can be incorporated into the design prior to tender. • Environmental and archaeological constraints: The completed Class EA identified potential natural heritage sensitivities, including possible Species at Risk habitat, aquatic habitat considerations and the potential need for additional field investigations and regulatory review. AECOM will complete the necessary screening and supporting investigations early in the design process and coordinate with applicable agencies to reduce the potential for late-stage design changes or approval delays. • Constructability and site constraints: Available pond footprints, existing infrastructure, adjacent properties, access requirements, and connections to the existing drainage system may influence the final pond configurations. Constructability will be considered throughout preliminary and detailed design so that proposed solutions are practical to build, operate and maintain. Collectively, these risks will be managed through early investigations, parallel advancement of design and approvals, model-based verification, staged QA/QC reviews, active schedule management, and regular coordination with the City. This approach will allow potential issues to be identified and resolved early while maintaining a clear path toward the planned 2027 and 2028 tender and construction phases.
Outline any additional services, value add which may be beneficial to delivery and completion of the project.	AECOM offers a significant advantage through continuity of knowledge and direct familiarity with the Peoples Road drainage system. AECOM completed the Peoples Road Area Overland and Basement Flooding Class EA that established the four pond recommendations and developed the supporting stormwater model and conceptual designs. As a result, the project team can efficiently transition from the planning concepts into preliminary and detailed design with an established understanding of the flooding mechanisms, modelling assumptions, drainage system constraints, environmental considerations, and rationale underlying the recommended improvements. Additional value-added elements include: • Model continuity: The existing PCSWMM model can be efficiently leveraged and refined to optimize pond storage and outlet controls and verify downstream performance without unnecessary redevelopment of the study framework. • Integrated Peoples Road knowledge: AECOM's recent design work for the Peoples Road Phase 2 reconstruction provides additional familiarity with existing and proposed storm infrastructure, utilities, grading, and infrastructure interfaces in the project area. The current design drawings already identify the proposed pond adjacent to Peoples Road, providing an opportunity for coordinated design and reduced infrastructure conflicts. • Early approvals and constraints screening: Environmental, archaeological, geotechnical, and utility requirements will be screened at the outset so that investigations can proceed in parallel with preliminary design and protect the aggressive 2027 tender date. • Constructability and operations focus: Pond geometry, outlet structures, maintenance access, erosion protection, and landscaping/restoration will be developed with consideration for long-term City operations and maintenance, not solely hydraulic

	performance. • Integrated interdisciplinary delivery: Water resources, municipal design, environmental, geotechnical, archaeological and construction specialists can be coordinated through a single project team, reducing handoffs and facilitating rapid resolution of design issues. • Phased-delivery lessons learned: Lessons identified during design, tendering and construction of the first two ponds can be incorporated into the remaining two ponds before the 2028 tender, providing opportunities to improve constructability, tender clarity, and cost certainty.

PROJECT SCHEDULE

Provide outline of project schedule for completing the objectives and deliverables in accordance with the timelines.

An attached Schedule Chart mapping tasks; phases; timelines etc. shall be provided in the the Document Upload section of the Bidding System.

Description	Response *
Provide outline of your proposed project schedule, recognizing deliverables, progress meetings and timelines.	Our proposed project schedule has been developed to meet the requirements stipulated in the Terms of Reference. Early confirmation of survey information, design criteria, pond priorities, supporting studies, and agency requirements will be critical to maintaining the March 2027 tender milestone. AECOM will establish and regularly update the project schedule, identify critical-path activities, and promptly address issues that could affect key deliverables. Our overall project schedule is included in the document upload section.

ACKNOWLEDGEMENTS

Acknowledgements requested on this form are to be provided by the Proponent

Acknowledgements	Agreement *
Under the Buy Ontario Act (BOA), the Municipal Buy Ontario Procurement Directive prioritizes Ontario and Canadian goods and services in procurements. I/We confirm that Tender documents will include a framework to support this Directive.	(•) Yes ( ) No
I/We confirm that the Corporation, its Officers and Directors; and Supervisory staff have not been convicted of an Offence under the Occupational Health and Safety Act, nor the Workplace Safety and Insurance Act	(•) Yes ( ) No

All references stated shall be for the same or similar scope as the one described in this Bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the Client Column that you were not the “Contractor” for the named project and should state whose past experience on the named project is relevant to that reference.

COMPANY OVERVIEW

Provide a brief overview of your Company outlining information such as history; description of firm; size and range of activities; knowledge of work etc.

Introduction & Overview *
AECOM has approximately 1,400 employees in Ontario and over 600 professionals specializing in municipal infrastructure projects. We have completed projects for all regions, major counties, and cities in Ontario and across Canada as well as for numerous small, rural municipalities. Within our local office we have 10 experienced and highly qualified staff members specializing in the planning, design and construction oversight of municipal infrastructure projects. Our Ontario-based staff work from a dozen offices in the GTA, including Mississauga, Markham, Whitby, Hamilton, Kitchener/ Waterloo, and London (which serves the Greater Toronto and Hamilton Areas). Staff from these offices are focused on the GTA and consistently collaborate on stormwater management design projects. One of the benefits to the City when selecting AECOM is our deep roster of experienced/professional staff, numerous offices within the GTA and globally, and our full range of technical skills available. We are organized as a single Ontario entity and can readily draw staff from any office or discipline anytime. With global resources, we can respond to any assignment with the best match of skill, insight, availability, and cost aligned to the Project. We are very excited to be able to offer the same project team, including Rick Talvitie who will continue to make himself available for this project as a Project Advisor. The Team will be supplemented by a Professional Engineer in Sudbury who will act as the Project Engineer for this project. The core Team members have been instrumental in completing many of the road and servicing projects completed over the last 31 years in the City of Sault Ste. Marie including the recent Peoples Road Area Overland and Basement Flooding Class EA. We are proud that we have a long-standing team that has worked together successfully for over two and in some cases three decades. These previously completed similar projects provide a thorough understanding of the project requirements and challenges to be addressed. We have identified a highly skilled project team with significant experience in the planning, design and construction of municipal road and servicing projects in Sault Ste. Marie and throughout Northern Ontario. The proposed project team members have proven, on previous assignments, that they have the technical and managerial capabilities to ensure that the project is carried out efficiently and in strict compliance with City and third-party design standards/guidelines, and within the established budget and time frame. The local key members of our project team have been with AECOM for periods ranging from a minimum of 26 years to 43 years. This knowledge base is extremely important in successfully delivering projects of this type which requires knowledge of relevant design standards while looking to balance costs and potential impacts. We understand that no replacement or substitution will be allowed without prior written approval from the Town. Our project director, Neil Awde, has the authority to secure additional AECOM resources as and when required to support the delivery of the Project.

PREVIOUS RELEVANT PROJECTS

Proponent to provide a detailed outline of three (3) recent projects its firm has delivered which are considered relevant and comparable to this project request in size and complexity.

Description	Past Project #1 *	Past Project #2 *	Past Project #3 *
Project Owner	City of Sault Ste. Marie	City of Mississauga	City of Markham
Project Title	Peoples Road Area Overland & Basement Flooding Class Environmental Assessment	Stormwater Management Pond Dredging & Rehabilitation – SWMP #4302 & #5804	Sediment Removal at Four Stormwater Management Ponds – Ponds #47, #119, #25 & #67
Contract Value	$138,200 base fee	$215,000	$180,000
Start and Completion dates	2020 – 2024	2025- ongoing	2021 – 2022
Was the project completed on time? If not, provide explanation	Completed in 2024. The available project information does not specifically confirm whether the original contractual schedule was maintained.	Ongoing. Tender phase is currently in progress, with completion estimated for 2026.	Completed in 2022. The available project sheet does not specifically confirm whether the original contractual schedule was maintained.
Briefly outline Scope of Work (i.e. how it was delivered, results, satisfaction of client, and other relevant details of the project)	AECOM completed a Municipal Class EA to investigate widespread overland and basement flooding within an approximately 380 ha study area. The assignment included background information review, field investigations, review of historical flooding complaints and rainfall records, public and stakeholder consultation, and development of detailed PCSWMM stormwater and sanitary sewer models. AECOM assessed conveyance capacity, overland flow, surcharging, inflow and infiltration, and system bottlenecks; developed and evaluated flood mitigation alternatives; prepared conceptual designs and preliminary cost estimates; and documented the preferred solutions in an Environmental Study Report. Recommendations included dry stormwater management ponds, storm and sanitary sewer upgrades, drainage improvements, and property-level flood mitigation measures.	AECOM was retained to provide technical support and detailed design services for rehabilitation of two SWM ponds, SWMP #4302 and #5804. Services included background review, topographic and bathymetric surveys, sediment accumulation assessment and removal forecasting, sediment chemistry sampling and laboratory analysis, and natural heritage screening. AECOM evaluated several rehabilitation and retrofit alternatives, including sediment cleanout, permanent pool enlargement, OGS systems and other treatment infrastructure. Following selection of the preferred cleanout alternative, AECOM prepared detailed design drawings, technical specifications, cost estimates and tender documents, and provided stakeholder, regulatory and approvals coordination. Construction administration, inspection and as-constructed drawings are also included.	AECOM was retained by the City of Markham to complete sediment removal and rehabilitation works at four SWM ponds. Services included topographic and bathymetric surveys, tree inventory, natural habitat and Species at Risk assessment, detailed design, approvals coordination, tender preparation, contract administration and construction inspection. For Ponds #47 and #119, AECOM assessed accumulated sediment and retrofit requirements to restore water-quality and quantity-control performance. Recommended improvements include sediment cleanout, outlet structure replacement, access improvements and other maintenance works. AECOM also provided construction inspection and contract administration for sediment removal at Ponds #47, # 119, 25 and #67.

REFERENCES

Provide name and contact information for three (3) client references. References should be for projects of a similar size and scope; and completed with the last five (5) years.

Description	Reference #1 *	Reference #2 *	Reference #3 *
Client Reference Name	Carl Rumiel, P.Eng. Director of Engineering, Public Works and Engineering Services, City of Sault Ste. Marie	Ala Zeidan, EIT, PMP Storm Drainage Engineer, City of Mississauga	Zahra Parhizgari, P.Eng. Senior Environmental Engineer, City of Markham
Contact Information (Phone; Email; Address)	Phone: 705-759-5379 Email: c.rumiel@cityssm.on.ca	Phone: 905-615-3200 ext. 8914 Email: ala.zeidan@mississauga.ca	Phone: 905-477-7000 ext. 2867 Email: ZParhizgari@markham.ca Markham, Ontario
Detail of Reference Project	Peoples Road Area Overland & Basement Flooding Class Environmental Assessment – AECOM completed a Municipal Class EA addressing overland and basement flooding within an approximately 380 ha study area. Work included background review, public consultation, field investigations, PCSWMM storm and sanitary modelling, identification and evaluation of remedial alternatives, conceptual design, cost estimating and preparation of the Environmental Study Report. Recommendations included four dry SWM ponds, storm and sanitary sewer upgrades and drainage improvements.	Stormwater Management Pond Dredging & Rehabilitation – SWMP #4302 & #5804 – AECOM is providing technical support and detailed design for rehabilitation of two SWM ponds. Services include background review, topographic and bathymetric surveys, sediment accumulation analysis, sediment chemistry testing, natural heritage screening, alternatives evaluation, detailed design, specifications, cost estimates, tender documentation, approvals coordination and planned construction administration/inspection.	Sediment Removal at Four Stormwater Management Ponds – Ponds #47, #119, #25 & #67 – AECOM completed pond rehabilitation and sediment removal services including topographic and bathymetric surveys, environmental investigations, detailed design, approvals, tender preparation, contract administration and construction inspection. Works included sediment cleanout, outlet structure replacement, access improvements and other maintenance works to restore pond water-quality and quantity functions.

PROJECT TEAM EXPERIENCE AND QUALIFICATIONS

Proponent will provide its project team composition. Identify the named individuals who will be assigned to this project, their specific role and responsibilities on the team. Include any agents, employees, and subconsultants who will be involved in providing the deliverables

Project team's resumes (CVs) showing experience and qualifications are to be uploaded in the Document Upload section of the Bidding System

- Project team members will not be changed out without written request by the Consultant, and must be approved in writing in advance by the City

Name *	Role *	# Years *	Responsibility *
Darrell Maahs, C. Tech.	Project Manager	44	Overall project management; schedule and budget control; Design criteria development; Collect and review background information data; Comprehensive field review; Overseeing subconsultant's geotechnical investigation and reporting; Brainstorming design options; Overseeing the development of the preliminary drawings, report and cost estimates. Coordination of the tender package preparation, completing reviews of deliverables and providing contract administration services during the construction phases.
RickTalvitie, P.Eng.	ProjectAdvisor	39	Rick will be involved as a project advisor and quality assurance role considering his past experience during the EA work. Specifically, Rick will be participating in reviewing design criteria and design and conducting quality assurance reviews.
Kosta Paliouras, P.Eng.	SWM Technical Lead	23	Provide technical leadership for the stormwater management pond design; establish design criteria and guide hydrologic/hydraulic analyses; review and develop pond configurations, grading, inlet/outlet works, erosion protection and associated drainage works; lead assessment of design alternatives and constructability; provide technical oversight through detailed design, permitting, tendering and construction support.
Nooshin Dadgar, P.Eng.	QA/QC	11	Provide independent QA/QC review of technical analyses, design calculations, drawings, reports, cost estimates, permit/approval packages and tender documents; verify consistency with City, MECP and applicable design requirements; review design assumptions, constructability and interdisciplinary coordination; track and confirm resolution of review comments prior to submissions.
Shivam Patel, M.Eng., E.I.T.	SWM Pond Design	3	Support preliminary and detailed design of the proposed dry SWM ponds; complete hydrologic/hydraulic and design calculations; develop grading, storage, inlet/outlet and erosion-control designs; prepare Civil 3D/CAD drawings, quantities and cost estimates; assist with design reports, specifications, tender documents, permitting information and responses during construction.
JerryTulloch, C. Tech.	ServicingDesignTechnician	38	Compilation of digital terrain model using design software; base plan preparation; assist with preliminary and detailed design including preparation of drawings, quantities and cost estimates.
Kerry Young	Senior Design Technician and Inspector	26	Assist with design and drawing preparation and tender document preparation including estimated quantities and technical specifications; assist with contract administration and inspection throughout construction

			phases.
Chris Swayne	Construction Inspector	5	Resident inspection throughout construction phases including quality assurance, quantity measurements for progress payments, address Contractor claims/issues and as-built drawings.
Jasom Seguin	Senior Archaeologist	25	Overseen all aspects of project management, from client relations, Indigenous engagement and project design to securing Ministry of Citizenship and Multiculturalism (MCM) clearance
Samantha Markham	Archaeology Lead Verifier	28	As the Lead Verifier, Samantha is ultimately responsible for ensuring that our Quality Assurance/Quality Control (QA/QC) methodology is embedded in the Project Management approach, so that the quality of the archaeological project meets or exceeds the client's requirements. Samantha will also be available to provide strategic advice to the archaeological team and the client, assisting in issue mitigation and efficiency.
Kristen Nadal	Archaeology Technical Support	8	Kristen has authored / co-authored numerous archaeological assessment reports, conducted extensive cemetery research, and communication with the Ministry of Citizenship and Multiculturalism (MCM). Kristen's role will involve report research and preparation, GIS coordination, and communications with the MCM.
Taesang Ahn, P.Eng., Ph.D.	Lead Geotechnical Engineer	22	Taesang has been responsible for various stages of geotechnical projects including site investigation, data interpretation, geotechnical engineering analysis, and detailed design. Taesang will be responsible for the geotechnical fieldwork, design, reporting, and associated commentary regarding the detailed design of embankments, slopes, and associated infrastructure of the proposed SWMP's.
Matthew Alexander, P.Geo.	Lead Hydrogeologist	16	Matthew has been responsible for various hydrogeological aspects of multiple stormwater management pond detailed design projects. Matthew will be the lead verifier of all the hydrogeological design and permitting aspects of the SWMP's during the project.
Peter Hicks, QPESA, P.Eng.	Lead Excess Soil Management	31	Peter Hicks is a Professional Engineer licensed to practice in Ontario and is registered as a Qualified Person for Environmental Site Assessments with the MECP. Peter will be responsible for and overseeing all the excess soils fieldwork, analysis, and reporting associated with the SWMP's detailed design and construction. Peter Hicks is a Qualified Person for environmental site assessment (QPESA) as defined within O.Reg. 153/04.

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- Resume (CV) - AECOM_Resumes_SSM_2026PWE-ENG-07-P.pdf - Friday August 21, 2026 14:15:55
- Schedule Plan - AECOM_SCHED_SSM_Peoples Road SWMP_2026PWE-ENG-07-P.pdf - Friday August 21, 2026 14:21:27
- Task-Cost Matrix - AECOM_Fee Model_(AFM)_SSM Peoples Road SWMP.pdf - Friday August 21, 2026 14:18:04
- Additional Document - AECOM_ProjectSheets_SSM_Peoples Road SWMP.pdf - Friday August 21, 2026 14:18:16

Addenda, Terms and Conditions

I/We the undersigned, hereby submit the attached Proposal to satisfy the requirements laid out by the Corporation of the City of Sault Ste. Marie.

I/We have reviewed and understand the Information to Proponents (Section 1) of the RFP and agree to the terms and conditions contained therein in submitting this Proposal.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

It is further understood and agreed that the lowest or any Proposal will not necessarily be accepted and that the City reserves the right in its absolute discretion to reject any or all Proposals, or accept the Proposal deemed most acceptable to the City. The City further reserves the right to negotiate with the successful Proponent to finalize the terms and conditions of the Proposal.

☑ I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder. - Christopher Cecchetto, Senior Project Director, AECOM Canada ULC
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest? ○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
2026PWE-ENG-07-P Addendum #1 Fri July 31 2026 10:18 AM	☑	1

AECOM Fee Model (AFM) _V12.800

Proposal #: 2026PWE-ENG-07-P

Proposal Name: The Corporation of the City of Sault Ste. Marie

Professional Engineering Services - Peoples Road Stormwater Management Ponds

Time-Cost Matrix

CAD (Excl. Tax) $514,002.25

Scope Type	ID	CBS Code	Time Task Matrix	Displ	PM	WE	WE	CI	WE	CA	CE	GT	GT	GT	HY	HY	HY	GT	EA	EA	AG	AG	AG	GI	AD	TOTAL Hrs	TOTAL Labor $ Value
											NEW	NEW													NEW		
				Name (Primary Role)	Maahs, Darrell - (Project Manager)	Pallouras, Konstantina - (SWM Technical Lead)	Dadger, Noushin - (QA/QC)	Tulloch, Jerry - (Civil Design)	Patel, Shivam Vimalkumar - (SWM Technical Support)	Young, Kerry Lewis - (CA/CI)	Swayne, Christian - (CA/CI)	Kim, Taeyang - (Geotechnical Lead)	Hanson, William - (Geotechnical Engineer)	Bolliot, Omar - (Geotechnical Technical Support)	Alexander, Matthew - (Hydrogeology Lead)	Holden, Brandon - (Hydrogeologist)	Hrozcur, Alexander - (Hydrogeology Technical Support)	Hicks, Peter R - (Excess Soils Lead)	Ruffo, Mackenzie - (Excess Soils Intermediate)	Support, Technical - (Excess Soils Technical Support)	Markham, Samantha B - (Archaeology Lead Verifier)	Stagos, Jason - (Senior Archaeologist)	Nadal, Kristen Anne - (Archaeology Technical Support)	Technician, GIS - (GIS Technician)	Support, Administrative - (Administrative Support)		
				Res ID	001	002	003	004	005	006	013	014	015	016	017	018	019	020	021	022	009	010	011	012	008		
				$Fee Rate																							
				Hours	202	75	151	80	884	81	800	11	25	164	7	24	176	40	118	174	6	17	50	76	148	3,345	$ 396,645.00
			Project		$ 41,410.0	$ 15,375.0	$ 21,895.0	$ 12,800.0	$ 101,660.0	$ 12,150.0	$ 76,000.0	$ 2,530.0	$ 3,625.0	$ 16,400.0	$ 1,400.0	$ 3,120.0	$ 19,360.0	$ 8,000.0	$ 11,800.0	$ 17,400.0	$ 1,200.0	$ 2,380.0	$ 5,000.0	$ 7,600.0	$ 15,540.0	3,345.00	$ 396,645.00
			Scope of Work - $Total		$ 41,410.0	$ 15,375.0	$ 21,895.0	$ 12,800.0	$ 101,660.0	$ 12,150.0	$ 76,000.0	$ 2,530.0	$ 3,625.0	$ 16,400.0	$ 1,400.0	$ 3,120.0	$ 19,360.0	$ 8,000.0	$ 11,800.0	$ 17,400.0	$ 1,200.0	$ 2,380.0	$ 5,000.0	$ 7,600.0	$ 15,540.0		$ 396,645.00
Base Scope	1.01		**Scope of Work**		202.0	75.0	151.0	80.0	884.0	81.0	800.0	11.0	25.0	164.0	7.0	24.0	176.0	40.0	118.0	174.0	6.0	17.0	50.0	76.0	148.0	3,345.00	
			Site Review and Assessments - $Total		$ 3,895.0	$ 1,025.0	$ 435.0	$ 1,280.0	$ 3,910.0	$ 2,100.0	$ -	$ 2,530.0	$ 3,625.0	$ 16,400.0	$ 1,400.0	$ 3,120.0	$ 19,360.0	$ 8,000.0	$ 11,800.0	$ 17,400.0	$ 1,200.0	$ 2,380.0	$ 5,000.0	$ 5,200.0	$ 1,575.0		$ 111,635.00
Base Scope	1.01.01		**Site Review and Assessments**		19.0	5.0	3.0	8.0	34.0	14.0	-	11.0	25.0	164.0	7.0	24.0	176.0	40.0	118.0	174.0	6.0	17.0	50.0	52.0	15.0	962.00	
			Background Information Review - $Total		$ 410.0	$ 615.0	$ 435.0	$ 1,280.0	$ 3,685.0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 210.0		$ 6,630.00
Base Scope	1.01.01.02		**Background Information Review**		2.0	3.0	3.0	8.0	32.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2.0	50.00	
Base Scope	1.01.01.02.01		Review Background Information		1	1		4	8																1	15.00	$ 2,075.00
Base Scope	1.01.01.02.02		Data Collection		1				4																1	6.00	$ 770.00
Base Scope	1.01.01.02.03		Review PCSWMM Dual Drainage Model			1	1	2	8																	12.00	$ 1,590.00
Base Scope	1.01.01.02.04		Create Base Plans			1	2	2	12																	17.00	$ 2,195.00
			Site Investigations - $Total		$ 410.0	$ 410.0	$ -	$ -	$ 230.0	$ 2,100.0	$ -	$ 230.0	$ 290.0	$ 200.0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 420.0		$ 4,290.00
Base Scope	**1.01.01.03**		**Site Investigations**		2.0	2.0	-	-	2.0	14.0	-	1.0	2.0	2.0	-	-	-	-	-	-	-	-	-	-	4.0	29.00	
Base Scope	1.01.01.03.01		Prepare Site-Specific Health and Safety Plan		1	1				2		1	2	2											4	13.00	$ 1,850.00
Base Scope	1.01.01.03.02		General Site Investigations		1	1			2	12																16.00	$ 2,440.00
			Geotechnical Investigation - $Total		$ 1,025.0	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,070.0	$ 3,045.0	$ 16,200.0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 800.0	$ 315.0		$ 23,455.00
Base Scope	**1.01.01.04**		**Geotechnical Investigation**		5.0	-	-	-	-	-	-	9.0	21.0	162.0	-	-	-	-	-	-	-	-	-	8.0	3.0	208.00	
Base Scope	1.01.01.04.01		Background review of existing site specific and local data		1							1	2	4												8.00	$ 1,125.00
Base Scope	1.01.01.04.03		Initial visit for BH layout marking and private utility locate clearances									1	1	4												6.00	$ 775.00
Base Scope	1.01.01.04.04		Public utility clearances and drilling subcontractor co-ord										2	4												6.00	$ 690.00
Base Scope	1.01.01.04.05		Variance request call with SH&E team									1	2	2												5.00	$ 720.00
Base Scope	1.01.01.04.06		Site Mobilization and Demobilization for Drilling Program										2	24												26.00	$ 2,690.00
Base Scope	1.01.01.04.07		Field subsurface drilling program and sampling									1	4	60												65.00	$ 6,810.00
Base Scope	1.01.01.04.08		Review of samples obtained and laboratory analysis		1							1	2	8												12.00	$ 1,525.00
Base Scope	1.01.01.04.09		Borehole surveying											8												8.00	$ 800.00
Base Scope	1.01.01.04.10		Borehole Log Preparation and CAD subsurface profiling									1	2	12												15.00	$ 1,720.00
Base Scope	1.01.01.04.11		Geotechnical Investigation and Design Report (DRAFT)		2							2	2	32										8	2	48.00	$ 5,370.00
Base Scope	1.01.01.04.12		Finalization of report and internal co-ordination with project and overall AECOM team		1							1	2	4											1	9.00	$ 1,230.00
			HydrogeoEgical Assessment - $Total		$ 410.0	$ -	$ -	$ -	$ -	$ -	$ -	$ 230.0	$ 290.0	$ -	$ 1,400.0	$ 3,120.0	$ 19,360.0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 600.0	$ 210.0		$ 25,620.00
Base Scope	**1.01.01.07**		**Hydrogeological Assessment**		2.0	-	-	-	-	-	-	1.0	2.0	-	7.0	24.0	176.0	-	-	-	-	-	-	-	6.0	2.0	220.00	
Base Scope	1.01.01.07.01		Background Information Collection & Review												1	2	4									7.00	$ 900.00
Base Scope	1.01.01.07.02		Field Investigation (9 MW's - Develop, SWRT, WQ Spl, GWL for 6 mths)												1	12	140									153.00	$ 17,160.00
Base Scope	1.01.01.07.03		Data Analysis and Interpretation												1	2	8									11.00	$ 1,340.00
Base Scope	1.01.01.07.04		HAR Preparation - DRAFT & FINAL (incl. QMS Review - Internal/External)		1							1	2		1	4	24							6	2	41.00	$ 4,895.00
Base Scope	1.01.01.07.05		Dewatering Specification												1	2										3.00	$ 460.00
Base Scope	1.01.01.07.06		Review of Contractor Submittals												1	2										3.00	$ 460.00
Base Scope	1.01.01.07.07		EASR Filing		1										1											2.00	$ 405.00
			Excess Soils - $Total		$ 820.0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,000.0	$ 11,800.0	$ 17,400.0	$ -	$ -	$ -	$ -	$ -	$ -		$ 38,020.00
Base Scope	**1.01.01.08**		**Excess Soils**		4.0	-	-	-	-	-	-	-	-	-	-	-	-	40.0	118.0	174.0	-	-	-	-	-	336.00	
Base Scope	1.01.01.08.01		Assessment of Past Uses (APU, x3 Required)		1													12	24	80						117.00	$ 13,005.00
Base Scope	1.01.01.08.02		Sampling and Analysis Plan (SAP)		1													12	50	70						133.00	$ 14,605.00
Base Scope	1.01.01.08.03		Soil Characterization Report (SCR)		1													8	36							45.00	$ 5,405.00
Base Scope	1.01.01.08.04		Soil Management Plan (SMP)		1													8	8	24						41.00	$ 5,005.00
			Archeological Assessment - $Total		$ 820.0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200.0	$ 2,380.0	$ 5,000.0	$ 3,800.0	$ 420.0		$ 13,620.00
Base Scope	**1.01.01.06**		**Archeological Assessment**		4.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6.0	17.0	50.0	38.0	4.0	119.00	
Base Scope	1.01.01.06.01		Assessment Management		1																2	8	2	2		15.00	$ 2,125.00
Base Scope	1.01.01.06.02		Cemetery Outreach and Documentation																				4	8		12.00	$ 1,200.00
Base Scope	1.01.01.06.03		Draft Reporting for Client Review		1																1	4	32	22	2	62.00	$ 6,575.00
Base Scope	1.01.01.06.04		Address Comments and Submit for Regulatory Review		1																2	4	8	4	1	20.00	$ 2,470.00
Base Scope	1.01.01.06.05		Finalize Reporting		1																1	1	4	2	1	10.00	$ 1,250.00
			Pond #1 - SCS of Cementery - $Total		$ 7,175.0	$ 4,100.0	$ 4,785.0	$ 2,880.0	$ 23,460.0	$ -	$ 22,800.0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 400.0	$ 2,415.0		$ 68,915.00
Base Scope	**1.01.07**		**Pond #1 - O/S of Cementery**		35.0	20.0	33.0	16.0	204.0	-	240.0	-	-	-	-	-	-	-	-	-	-	-	-	4.0	23.0	577.00	
			30% Detailed Design Package (Preliminary Design) - $Total		$ 410.0	$ 615.0	$ 1,015.0	$ 640.0	$ 4,140.0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 400.0	$ 210.0		$ 7,430.00
Base Scope	**1.01.07.01**		**30% Detailed Design Package (Preliminary Design)**		2.0	3.0	7.0	4.0	36.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4.0	2.0	58.00	
Base Scope	1.01.07.01.01		Engineering Calculations + Preliminary Sizing			1	2		6																	9.00	$ 1,185.00
Base Scope	1.01.07.01.02		PCSWMM Dual Drainage Model Revisions			1	2		10																	13.00	$ 1,645.00
Base Scope	1.01.07.01.03		Prepare Class 'D' Cost Estimate		1		1		4																	6.00	$ 810.00
Base Scope	1.01.07.01.04		Preliminary Design Drawings and Report for City Review		1	1	2	4	16															4	2	30.00	$ 3,790.00
			60% Detailed Design Package - $Total		$ 615.0	$ 410.0	$ 725.0	$ 640.0	$ 6,210.0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 105.0		$ 8,795.00
Base Scope	**1.01.07.02**		**60% Detailed Design Package**		3.0	2.0	5.0	4.0	54.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.0	69.00	
Base Scope	1.01.07.02.01		Revise Engineering Calculations and Update PCSWMM Dual Drainage Model		1	1	2		8																	12.00	$ 1,620.00
Base Scope	1.01.07.02.02		Prepare Class 'C' Cost Estimate				1		6																	7.00	$ 835.00
Base Scope	1.01.07.02.03		Update for 60% Design Package and Reporting for City Review		2	1	2	4	40																1	50.00	$ 6,250.00
			Permitting - $Total		$ 205.0	$ 820.0	$ 290.0	$ -	$ 920.0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 210.0		$ 2,445.00
Base Scope	**1.01.07.03**		**Permitting**		1.0	4.0	2.0	-	8.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2.0	17.00	
Base Scope	1.01.07.03.01		Prepare Permit Application Package (SSMCA, CLI-ECA)		1	4	2		8																2	17.00	$ 2,445.00
			90% Detailed Design Package - $Total		$ 410.0	$ 820.0	$ 725.0	$ 640.0	$ 5,980.0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 105.0		$ 8,680.00
Base Scope	**1.01.07.04**		**90% Detailed Design Package**		2.0	4.0	5.0	4.0	52.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.0	68.00	
Base Scope	1.01.07.04.01		Finalize Engineering Calculations and PCSWMM Dual Drainage Model		1	2	2		8																	13.00	$ 1,825.00
Base Scope	1.01.07.04.02		Prepare Class 'B' Cost Estimate				1		4																	5.00	$ 605.00
Base Scope	1.01.07.04.03		Update for 90% Design Package and Reporting for City Review		1	2	2	4	40																1	50.00	$ 6,250.00
			100% Detailed Design Package - $Total		$ 820.0	$ 820.0	$ 725.0	$ 320.0	$ 2,530.0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 105.0		$ 5,320.00
Base Scope	**1.01.07.05**		**100% Detailed Design Package**		4.0	4.0	5.0	2.0	22.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.0	38.00	
Base Scope	1.01.07.05.01		Update for 100% Design Package and Reporting for City Review		1	2	2		12																	17.00	$ 2,285.00
Base Scope	1.01.07.05.02		Prepare Class 'A' Cost Estimate		1		1		4																	6.00	$ 810.00
Base Scope	1.01.07.05.03		Finalize Design Package and Reporting		2	2	2	2	6																1	15.00	$ 2,225.00
			Tendering Period - $Total		$ 615.0	$ -	$ -	$ 640.0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,260.0		$ 2,515.00
Base Scope	**1.01.07.06**		**Tendering Period**		3.0	-	-	4.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12.0	19.00	
Base Scope	1.01.07.06.01		Prepare Tendering Package (Bid Document, Specifications, Special Provisions, etc.)		2			4																	8	14.00	$ 1,890.00
Base Scope	1.01.07.06.02		Tendering Support		1																				4	5.00	$ 625.00
			Construction Period - $Total		$ 4,105.0	$ 615.0	$ 1,305.0	$ -	$ 3,685.0	$ -	$ 22,800.0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 420.0		$ 32,920.00
Base Scope	**1.01.07.07**		**Construction Period**		25.0	3.0	9.0	-	32.0	-	240.0	-	-	-	-	-	-	-	-	-	-	-	-	-	4.0	308.00	
Base Scope	1.01.07.07.01		Prepare IFC Drawing Set		1	1	1		8																	11.00	$ 1,475.00
Base Scope	1.01.07.07.02		Contract Administration & Inspection (6 weeks of construction + 240 hrs of inspection time)		18						240														4	262.00	$ 26,910.00
Base Scope	1.01.07.07.03		As-Built Drawings		1	2	8		24																	35.00	$ 4,535.00
			Pond #2 - Elliot Park #1 (@ former SWMP) - $Total		$ 6,975.0	$ 3,280.0	$ 4,785.0	$ 2,880.0	$ 24,150.0	$ 4,050.0	$ 19,000.0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 400.0	$ 1,890.0		$ 67,485.00

Disbursements

Disb Type	Drilling Contractor	Lab Costs	Misc. (Travel, Equipment Rental etc.)	Communication/Information Technology Fee (5%)	TOTAL Disbursement	ESTIMATE TOTAL $
	SUB	SUB	ODC	C/A		
Unit Price	$ 1.00	$ 1.00	$ 1.00	$ 1.00	Incl. Markups	Lab. + Disb.
	$ 42,950	$ 33,925	$ 20,650	$ 19,832	$ 117,357.25	$ 514,002.25
	$ 42,950	$ 33,925	$ 20,650	$ 19,832	$ 117,357.25	$ 514,002.25
Base Scope						
	$ 42,950	$ 33,925	$ 16,850	$ -	$ 93,725.00	$ 205,360.00
Base Scope						
	$ -	$ -	$ -	$ -	$ -	$ 6,630.00
Base Scope						
Base Scope					$ -	$ 2,075.00
Base Scope					$ -	$ 770.00
Base Scope					$ -	$ 1,590.00
Base Scope					$ -	$ 2,195.00
	$ -	$ -	$ 750	$ -	$ 750.00	$ 5,040.00
Base Scope						
Base Scope			$ 250		$ 250.00	$ 2,100.00
Base Scope			$ 500		$ 500.00	$ 2,940.00
	$ 36,750	$ 6,925	$ 2,000	$ -	$ 45,675.00	$ 69,130.00
Base Scope						
Base Scope					$ -	$ 1,125.00
Base Scope	$ 1,750				$ 1,750.00	$ 2,525.00
Base Scope					$ -	$ 690.00
Base Scope					$ -	$ 720.00
Base Scope					$ -	$ 2,690.00
Base Scope	$ 35,000		$ 2,000		$ 37,000.00	$ 43,810.00
Base Scope		$ 6,925			$ 6,925.00	$ 8,450.00
Base Scope					$ -	$ 800.00
Base Scope					$ -	$ 1,720.00
Base Scope					$ -	$ 5,370.00
Base Scope					$ -	$ 1,230.00
	$ 6,200	$ -	$ 6,900	$ -	$ 13,100.00	$ 38,720.00
Base Scope						
Base Scope					$ -	$ 900.00
Base Scope	$ 6,200		$ 6,900		$ 13,100.00	$ 30,260.00
Base Scope					$ -	$ 1,340.00
Base Scope		$ 27,000	$ 950		$ 27,950.00	$ 42,555.00
Base Scope					$ -	$ 5,405.00
Base Scope					$ -	$ 5,005.00
	$ -	$ -	$ -	$ -	$ -	$ 13,620.00
Base Scope						
Base Scope					$ -	$ 2,125.00
Base Scope					$ -	$ 1,200.00
Base Scope					$ -	$ 6,575.00
Base Scope					$ -	$ 2,470.00
Base Scope					$ -	$ 1,250.00
	$ -	$ -	$ 1,000	$ -	$ 1,000.00	$ 69,915.00
Base Scope						
	$ -	$ -	$ -	$ -	$ -	$ 7,430.00
Base Scope						
Base Scope					$ -	$ 1,185.00
Base Scope					$ -	$ 1,645.00
Base Scope					$ -	$ 810.00
Base Scope					$ -	$ 3,790.00
	$ -	$ -	$ -	$ -	$ -	$ 8,795.00
Base Scope						
Base Scope					$ -	$ 1,620.00
Base Scope					$ -	$ 835.00
Base Scope					$ -	$ 6,250.00
	$ -	$ -	$ -	$ -	$ -	$ 2,445.00
Base Scope						
Base Scope					$ -	$ 2,445.00
	$ -	$ -	$ -	$ -	$ -	$ 8,680.00
Base Scope						
Base Scope					$ -	$ 1,825.00
Base Scope					$ -	$ 605.00
Base Scope					$ -	$ 6,250.00
	$ -	$ -	$ -	$ -	$ -	$ 5,320.00
Base Scope						
Base Scope					$ -	$ 2,285.00
Base Scope					$ -	$ 810.00
Base Scope					$ -	$ 2,225.00
	$ -	$ -	$ -	$ -	$ -	$ 2,515.00
Base Scope						
Base Scope					$ -	$ 1,890.00
Base Scope					$ -	$ 625.00
	$ -	$ -	$ 1,000	$ -	$ 1,000.00	$ 33,920.00
Base Scope						
Base Scope					$ -	$ 1,475.00
Base Scope			$ 1,000		$ 1,000.00	$ 27,910.00
Base Scope					$ -	$ 4,535.00
	$ -	$ -	$ 800	$ -	$ 800.00	$ 68,285.00

AECOM Fee Model (AFM) _V12.800

Proposal #: 2026PWE-ENG-07-P

Proposal Name: The Corporation of the City of Sault Ste. Marie

Professional Engineering Services - Peoples Road Stormwater Management Ponds

Time-Cost Matrix

CAD (Excl. Tax) $514,002.25

Scope Type	ID	CBS Code	Time Task Matrix	Displ	PM	WE	WE	CI	WE	CA	CE	GT	GT	GT	HY	HY	HY	GT	EA	EA	AG	AG	AG	GI	AD	TOTAL Hrs	TOTAL Labor $ Value	Disbursements					TOTAL Disbursement	ESTIMATE TOTAL $
			Name (Primary Role)		Malefa, Darrell - (Project Manager)	Pallouras, Konstantinos - (SWM Technical Lead)	Dadgar, Noushin - (QA/QC)	Talbot, Jerry - (Civil Design)	Patel, Shivam Vinaykumar - (SWM Technical Support)	Young, Kerry Lewis - (CA/CI)	Swayne, Christian - (CA/CI)	Kim, Taesang - (Geotechnical Lead)	Hanson, William - (Geotechnical Engineer)	Bolbol, Omar - (Geotechnical Technical Support)	Alexander, Matthew - (Hydrogeology Lead)	Holden, Brandon - (Hydrogeologist)	Hezour, Alexander - (Hydrogeology Technical Support)	Hicks, Peter R. - (Excess Soils Lead)	Ruffo, Mackenzie - (Excess Soils Intermediate)	Support, Technical - (Excess Soils Technical Support)	Markham, Samantha B. - (Archaeology Lead Verifier)	Stagon, Jason - (Senior Archaeologist)	Nadal, Kirsten Anne - (Archaeology Technical Support)	Technician, GIS - (GIS Technician)	Support, Administrative - (Administrative Support)			Drilling Contractor	Lab Costs	Misc. (Travel, Equipment Rental etc.)	Communication/Information Technology Fee (5%)		
				Res ID	001	002	003	004	005	006	013	014	015	016	017	018	019	020	021	022	009	010	011	012	008			Disb Type	SUB	SUB	ODC	C/A		
				$Fee Rate																								Unit Price	$ 1.00	$ 1.00	$ 1.00	$ 1.00		
				Rate	202	75	151	80	884	81	800	11	25	164	7	24	176	40	118	174	6	17	50	76	148	3,345	$ 396,645.00		42,950	33,925	20,650	19,832	$ 117,357.25	$ 514,002.25
Base Scope	1.01.03		**Pond #2 - Elliot Park #1 (@ former SWMP)**		34,0	16,0	33,0	18,0	210,0	27,0	200,0	-	-	-	-	-	-	-	-	-	-	-	-	4,0	18,0	560,00							
			30% Detailed Design Package (Preliminary Design) - $Total		$ 410,0	$ 615,0	$ 1,015,0	$ 640,0	$ 3,910,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 400,0	$ 210,0		$ 7,200,00	$ -	$ -	$ -	$ -	$ -	$ 7,200,00
Base Scope	1.01.03.07		**30% Detailed Design Package (Preliminary Design)**		2,0	3,0	7,0	4,0	34,0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,0	2,0	56,00							
Base Scope	1.01.03.07.01		Engineering Calculations - Preliminary Sizing			1	2		4																	7,00	$ 955.00					$ -	$ 955.00
Base Scope	1.01.03.07.02		PCSWMM Dual Drainage Model Revisions			1	2		8																	11,00	$ 1,415.00					$ -	$ 1,415.00
Base Scope	1.01.03.07.04		Prepare Class 'D' Cost Estimate		1		1		6																	8,00	$ 1,040.00					$ -	$ 1,040.00
Base Scope	1.01.03.07.03		Preliminary Design Drawings and Report for City Review		1	1	2	4	16															4	2	30,00	$ 3,790.00					$ -	$ 3,790.00
			60% Detailed Design Package - $Total		$ 410,0	$ 410,0	$ 725,0	$ 640,0	$ 5,060,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 210,0		$ 7,455,00	$ -	$ -	$ -	$ -	$ -	$ 7,455,00
Base Scope	1.01.03.01		**60% Detailed Design Package**		2,0	2,0	5,0	4,0	44,0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,0	59,00							
Base Scope	1.01.03.01.01		Revise Engineering Calculations and Update PCSWMM Dual Drainage Model		1	1	2		8																	12,00	$ 1,620.00					$ -	$ 1,620.00
Base Scope	1.01.03.01.03		Prepare Class 'C' Cost Estimate				1		4																	5,00	$ 605.00					$ -	$ 605.00
Base Scope	1.01.03.01.02		Update for 60% Design Package and Reporting for City Review		1	1	2	4	32																2	42,00	$ 5,230.00					$ -	$ 5,230.00
			Permitting - $Total		$ 205,0	$ 410,0	$ 290,0	$ -	$ 1,840,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 210,0		$ 2,955,00	$ -	$ -	$ -	$ -	$ -	$ 2,955,00
Base Scope	**1.01.03.06**		**Permitting**		1,0	2,0	2,0	-	16,0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,0	23,00							
Base Scope	1.01.03.06.01		Prepare Permit Application Package (SSMCA, CLI-ECA)		1	2	2		16																2	23,00	$ 2,955.00					$ -	$ 2,955.00
			90% Detailed Design Package - $Total		$ 410,0	$ 410,0	$ 725,0	$ 640,0	$ 5,980,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 210,0		$ 8,375,00	$ -	$ -	$ -	$ -	$ -	$ 8,375,00
Base Scope	**1.01.03.02**		**90% Detailed Design Package**		2,0	2,0	5,0	4,0	52,0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,0	67,00							
Base Scope	1.01.03.02.01		Finalize Engineering Calculations and PCSWMM Dual Drainage Model		1	1	2		8																	12,00	$ 1,620.00					$ -	$ 1,620.00
Base Scope	1.01.03.02.03		Prepare Class 'B' Cost Estimate				1		4																	5,00	$ 605.00					$ -	$ 605.00
Base Scope	1.01.03.02.02		Update for 90% Design Package and Reporting for City Review		1	1	2	4	40																2	50,00	$ 6,150.00					$ -	$ 6,150.00
			100% Detailed Design Package - $Total		$ 820,0	$ 820,0	$ 725,0	$ 320,0	$ 2,760,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 210,0		$ 5,655,00	$ -	$ -	$ -	$ -	$ -	$ 5,655,00
Base Scope	**1.01.03.03**		**100% Detailed Design Package**		4,0	4,0	5,0	2,0	24,0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,0	41,00							
Base Scope	1.01.03.03.01		Update for 100% Design Package and Reporting for City Review		1	2	2		8																	13,00	$ 1,825.00					$ -	$ 1,825.00
Base Scope	1.01.03.03.03		Prepare Class 'A' Cost Estimate		1		1		4																	6,00	$ 810.00					$ -	$ 810.00
Base Scope	1.01.03.03.02		Finalize Design Package and Reporting		2	2	2	2	12																2	22,00	$ 3,020.00					$ -	$ 3,020.00
			Tendering Period - $Total		$ 1,230,0	$ -	$ -	$ 640,0	$ -	$ 1,800,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 3,670,00	$ -	$ -	$ -	$ -	$ -	$ 3,670,00
Base Scope	**1.01.03.04**		**Tendering Period**		6,0	-	-	4,0	-	12,0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	22,00							
Base Scope	1.01.03.04.01		Prepare Tendering Package (Bid Document, Specifications, Special Provisions, etc.)		4			4		8																16,00	$ 2,660.00					$ -	$ 2,660.00
Base Scope	1.01.03.04.02		Tendering Support		2				4																	6,00	$ 1,010.00					$ -	$ 1,010.00
			Construction Period - $Total		$ 3,485,0	$ 615,0	$ 1,305,0	$ -	$ 4,600,0	$ 2,250,0	$ 19,000,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 840,0		$ 32,095,00	$ -	$ -	$ 800	$ -	$ 800,00	$ 32,895,00
Base Scope	**1.01.03.05**		**Construction Period**		17,0	3,0	9,0	-	40,0	15,0	200,0	-	-	-	-	-	-	-	-	-	-	-	-	-	8,0	292,00							
Base Scope	1.01.03.05.03		Prepare IFC Drawing Set		1	1	1		8																	11,00	$ 1,475.00					$ -	$ 1,475.00
Base Scope	1.01.03.05.01		Contract Administration & Inspection (5 weeks of construction - 200 hrs of inspection time)		15				15	200															8	238,00	$ 25,165.00			$ 800		$ 800,00	$ 25,965.00
Base Scope	1.01.03.05.02		As-Built Drawings		1	2	8		32																	43,00	$ 5,455.00					$ -	$ 5,455.00
			Pond #3 - Elliot Park #2 (adjacent to Pickleball Courts) - $Total		$ 5,330,0	$ 2,460,0	$ 4,640,0	$ 2,880,0	$ 24,840,0	$ 1,500,0	$ 11,400,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 400,0	$ 2,730,0		$ 56,180,00	$ -	$ -	$ 500	$ -	$ 500,00	$ 56,680,00
Base Scope	**1.01.04**		**Pond #3 - Elliot Park #2 (adjacent to Pickleball Courts)**		26,0	12,0	32,0	18,0	216,0	10,0	120,0	-	-	-	-	-	-	-	-	-	-	-	-	4,0	26,0	464,00							
			30% Detailed Design Package (Preliminary Design) - $Total		$ 410,0	$ 615,0	$ 1,015,0	$ 640,0	$ 4,140,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 400,0	$ 210,0		$ 7,430,00	$ -	$ -	$ -	$ -	$ -	$ 7,430,00
Base Scope	**1.01.04.07**		**30% Detailed Design Package (Preliminary Design)**		2,0	3,0	7,0	4,0	36,0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,0	2,0	58,00							
Base Scope	1.01.04.07.01		Engineering Calculations - Preliminary Sizing			1	2		8																	11,00	$ 1,415.00					$ -	$ 1,415.00
Base Scope	1.01.04.07.02		PCSWMM Dual Drainage Model Revisions			1	2		8																	11,00	$ 1,415.00					$ -	$ 1,415.00
Base Scope	1.01.04.07.03		Prepare Class 'D' Cost Estimate		1		1		4																	6,00	$ 810.00					$ -	$ 810.00
Base Scope	1.01.04.07.04		Preliminary Design Drawings and Report for City Review		1	1	2	4	16															4	2	30,00	$ 3,790.00					$ -	$ 3,790.00
			60% Detailed Design Package - $Total		$ 410,0	$ 410,0	$ 725,0	$ 640,0	$ 5,060,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 210,0		$ 7,455,00	$ -	$ -	$ -	$ -	$ -	$ 7,455,00
Base Scope	**1.01.04.01**		**60% Detailed Design Package**		2,0	2,0	5,0	4,0	44,0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,0	59,00							
Base Scope	1.01.04.01.01		Revise Engineering Calculations and Update PCSWMM Dual Drainage Model		1	1	2		8																	12,00	$ 1,620.00					$ -	$ 1,620.00
Base Scope	1.01.04.01.02		Prepare Class 'C' Cost Estimate				1		4																	5,00	$ 605.00					$ -	$ 605.00
Base Scope	1.01.04.01.03		Update for 60% Design Package and Reporting for City Review		1	1	2	4	32																2	42,00	$ 5,230.00					$ -	$ 5,230.00
			Permitting - $Total		$ 205,0	$ -	$ 145,0	$ -	$ 465,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 210,0		$ 1,020,00	$ -	$ -	$ -	$ -	$ -	$ 1,020,00
Base Scope	**1.01.04.02**		**Permitting**		1,0	-	1,0	-	4,0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,0	8,00							
Base Scope	1.01.04.02.01		Prepare Permit Application Package (SSMCA, CLI-ECA)		1		1		4																2	8,00	$ 1,020.00					$ -	$ 1,020.00
			90% Detailed Design Package - $Total		$ 410,0	$ 410,0	$ 725,0	$ 640,0	$ 6,210,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 210,0		$ 8,665,00	$ -	$ -	$ -	$ -	$ -	$ 8,665,00
Base Scope	**1.01.04.03**		**90% Detailed Design Package**		2,0	2,0	5,0	4,0	54,0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,0	69,00							
Base Scope	1.01.04.03.01		Finalize Engineering Calculations and PCSWMM Dual Drainage Model		1	1	2		10																	14,00	$ 1,850.00					$ -	$ 1,850.00
Base Scope	1.01.04.03.02		Prepare Class 'B' Cost Estimate				1		4																	5,00	$ 605.00					$ -	$ 605.00
Base Scope	1.01.04.03.03		Update for 90% Design Package and Reporting for City Review		1	1	2	4	40																2	50,00	$ 6,150.00					$ -	$ 6,150.00
			100% Detailed Design Package - $Total		$ 615,0	$ 410,0	$ 725,0	$ 320,0	$ 2,990,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 210,0		$ 5,270,00	$ -	$ -	$ -	$ -	$ -	$ 5,270,00
Base Scope	**1.01.04.04**		**100% Detailed Design Package**		3,0	2,0	5,0	2,0	26,0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,0	40,00							
Base Scope	1.01.04.04.01		Update for 100% Design Package and Reporting for City Review		1	1	2		12																	16,00	$ 2,080.00					$ -	$ 2,080.00
Base Scope	1.01.04.04.02		Prepare Class 'A' Cost Estimate		1		1		6																	8,00	$ 1,040.00					$ -	$ 1,040.00
Base Scope	1.01.04.04.03		Finalize Design Package and Reporting		1	1	2	2	8																2	16,00	$ 2,150.00					$ -	$ 2,150.00
			Tendering Period - $Total		$ 820,0	$ -	$ -	$ 640,0	$ 1,380,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,260,0		$ 4,100,00	$ -	$ -	$ -	$ -	$ -	$ 4,100,00
Base Scope	**1.01.04.05**		**Tendering Period**		4,0	-	-	4,0	12,0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,0	32,00							
Base Scope	1.01.04.05.01		Prepare Tendering Package (Bid Document, Specifications, Special Provisions, etc.)		4			4	8																8	24,00	$ 3,220.00					$ -	$ 3,220.00
Base Scope	1.01.04.05.02		Tendering Support						4																4	8,00	$ 880.00					$ -	$ 880.00
			Construction Period - $Total		$ 2,460,0	$ 615,0	$ 1,305,0	$ -	$ 4,600,0	$ 1,500,0	$ 11,400,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 420,0		$ 22,300,00	$ -	$ -	$ 500	$ -	$ 500,00	$ 22,800,00
Base Scope	**1.01.04.06**		**Construction Period**		12,0	3,0	9,0	-	40,0	10,0	120,0	-	-	-	-	-	-	-	-	-	-	-	-	-	4,0	198,00							
Base Scope	1.01.04.06.01		Prepare IFC Drawing Set		1	1	1		8																	11,00	$ 1,475.00					$ -	$ 1,475.00
Base Scope	1.01.04.06.03		Contract Administration & Inspection (3 weeks of construction - 120 hrs of inspection time)		10					10	120														4	144,00	$ 15,370.00			$ 500		$ 500,00	$ 15,870.00
Base Scope	1.01.04.06.02		As-Built Drawings		1	2	8		32																	43,00	$ 5,455.00					$ -	$ 5,455.00
			Pond #4 - West of Peoples Road, south of Hillside Drive - $Total		$ 7,380,0	$ 2,460,0	$ 4,640,0	$ 2,880,0	$ 24,380,0	$ 4,500,0	$ 22,800,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 400,0	$ 3,150,0		$ 72,590,00	$ -	$ -	$ 1,000	$ -	$ 1,000,00	$ 73,590,00
Base Scope	**1.01.05**		**Pond #4 - West of Peoples Road, south of Hillside Drive**		36,0	12,0	32,0	18,0	212,0	30,0	240,0	-	-	-	-	-	-	-	-	-	-	-	-	4,0	30,0	650,00							
			30% Detailed Design Package (Preliminary Design) - $Total		$ 410,0	$ 615,0	$ 1,015,0	$ 640,0	$ 4,140,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 400,0	$ 210,0		$ 7,430,00	$ -	$ -	$ -	$ -	$ -	$ 7,430,00
Base Scope	**1.01.05.07**		**30% Detailed Design Package (Preliminary Design)**		2,0	3,0	7,0	4,0	36,0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,0	2,0	58,00							
Base Scope	1.01.05.07.01		Engineering Calculations - Preliminary Sizing			1	2		8																	11,00	$ 1,415.00					$ -	$ 1,415.00
Base Scope	1.01.05.07.02		PCSWMM Dual Drainage Model Revisions			1	2		8																	11,00	$ 1,415.00					$ -	$ 1,415.00
Base Scope	1.01.05.07.03		Prepare Class 'D' Cost Estimate		1		1		4																	6,00	$ 810.00					$ -	$ 810.00
Base Scope	1.01.05.07.04		Preliminary Design Drawings and Report for City Review		1	1	2	4	16															4	2	30,00	$ 3,790.00					$ -	$ 3,790.00
			60% Detailed Design Package - $Total		$ 410,0	$ 410,0	$ 725,0	$ 640,0	$ 5,520,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 210,0		$ 7,915,00	$ -	$ -	$ -	$ -	$ -	$ 7,915,00
Base Scope	**1.01.05.01**		**60% Detailed Design Package**		2,0	2,0	5,0	4,0	48,0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,0	63,00							
Base Scope	1.01.05.01.01		Revise Engineering Calculations and Update PCSWMM Dual Drainage Model		1	1	2		12																	16,00	$ 2,080.00					$ -	$ 2,080.00
Base Scope	1.01.05.01.02		Prepare Class 'C' Cost Estimate				1		4																	5,00	$ 605.00					$ -	$ 605.00
Base Scope	1.01.05.01.03		Update for 60% Design Package and Reporting for City Review		1	1	2	4	32																2	42,00	$ 5,230.00					$ -	$ 5,230.00
			Permitting - $Total		$ 205,0	$ -	$ 145,0	$ -	$ 920,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 210,0		$ 1,480,00	$ -	$ -	$ -	$ -	$ -	$ 1,480,00
Base Scope	**1.01.05.02**		**Permitting**		1,0	-	1,0	-	8,0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,0	12,00							
Base Scope	1.01.05.02.01		Prepare Permit Application Package (SSMCA, CLI-ECA)		1		1		8																2	12,00	$ 1,480.00					$ -	$ 1,480.00
			90% Detailed Design Package - $Total		$ 410,0	$ 410,0	$ 725,0	$ 640,0	$ 6,440,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 210,0		$ 8,835,00	$ -	$ -	$ -	$ -	$ -	$ 8,835,00
Base Scope	**1.01.05.03**		**90% Detailed Design Package**		2,0	2,0	5,0	4,0	56,0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,0	71,00							

AECOM Fee Model (AFM) _V12.800

Proposal #: 2026PWE-ENG-07-P

Proposal Name: The Corporation of the City of Sault Ste. Marie

Professional Engineering Services - Peoples Road Stormwater Management Ponds

Time-Cost Matrix

CAD (Excl. Tax) $514,002.25

Scope Type	ID	CBS Code	Time Task Matrix	Displ	PM	WE	WE	CI	WE	CA	CE	GT	GT	GT	HY	HY	HY	GT	EA	EA	AG	AG	AG	GI	AD	TOTAL Hrs	TOTAL Labor $ Value
											NEW	NEW													NEW		
			Name (Primary Role)		Maahs, Darrell - (Project Manager)	Pallouras, Konstantinos - (SWM Technical Lead)	Dadgar, Noushin - (QA/QC)	Tulloch, Jerry - (Civil Design)	Patel, Shivam Vimalkumar - (SWM Technical Support)	Young, Kerry Lewis - (CA/CI)	Swayne, Christian - (CA/CI)	Kim, Taeyang - (Geotechnical Lead)	Hanson, William - (Geotechnical Engineer)	Bolbol, Omar - (Geotechnical Technical Support)	Alexander, Matthew - (Hydrogeology Lead)	Holden, Brandon - (Hydrogeologist)	Hrozcur, Alexander - (Hydrogeology Technical Support)	Hicks, Peter R - (Excess Soils Lead)	Ruffo, Mackenzie - (Excess Soils Intermediate)	Support, Technical - (Excess Soils Technical Support)	Markham, Samantha B - (Archaeology Lead Verifier)	Stagos, Jason - (Senior Archaeologist)	Nadal, Kirsten Anne - (Archaeology Technical Support)	Technician, GIS - (GIS Technician)	Support, Administrative - (Administrative Support)		
			Res ID		001	002	003	004	005	006	013	014	015	016	017	018	019	020	021	022	009	010	011	012	008		
			$Fee Rate																								
			Time Task Matrix		202	75	151	80	884	81	800	11	25	164	7	24	176	40	118	174	6	17	50	76	148	3,345	$ 396,645.00
Base Scope	1.01.05.03.01		Finalize Engineering Calculations and PCSWMM Dual Drainage Model		1	1	2		12																	16.00	$ 2,080.00
Base Scope	1.01.05.03.02		Prepare Class 'B' Cost Estimate				1		4																	5.00	$ 605.00
Base Scope	1.01.05.03.03		Update for 90% Design Package and Reporting for City Review		1	1	2	4	40																2	50.00	$ 6,150.00
			100% Detailed Design Package - $Total		$ 615,0	$ 410,0	$ 725,0	$ 320,0	$ 2,760,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 210,0		$ 5,040,00
Base Scope	**1.01.05.04**		**100% Detailed Design Package**		3,0	2,0	5,0	2,0	24,0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,0	38,00	
Base Scope	1.01.05.04.01		Update for 100% Design Package and Reporting for City Review		1	1	2		8																	12.00	$ 1,620.00
Base Scope	1.01.05.04.02		Prepare Class 'A' Cost Estimate		1		1		4																	6.00	$ 810.00
Base Scope	1.01.05.04.03		Finalize Design Package and Reporting		1	1	2	2	12																2	20.00	$ 2,610.00
			Tendering Period - $Total		$ 1,230,0	$ -	$ -	$ 640,0	$ -	$ 1,800,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,260,0		$ 4,930,00
Base Scope	**1.01.05.05**		**Tendering Period**		6,0	-	-	4,0	-	12,0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,0	34,00	
Base Scope	1.01.05.05.01		Prepare Tendering Package (Bid Document, Specifications, Special Provisions, etc.)		4			4		8															8	24.00	$ 3,500.00
Base Scope	1.01.05.05.02		Tendering Support		2					4															4	10.00	$ 1,430.00
			Construction Period - $Total		$ 4,100,0	$ 615,0	$ 1,305,0	$ -	$ 4,600,0	$ 2,700,0	$ 22,800,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 840,0		$ 36,960,00
Base Scope	**1.01.05.06**		**Construction Period**		20,0	3,0	9,0	-	40,0	18,0	240,0	-	-	-	-	-	-	-	-	-	-	-	-	-	8,0	374,00	
Base Scope	1.01.05.06.01		Prepare IFC Drawing Set		1	1	1		8																	11.00	$ 1,475.00
Base Scope	1.01.05.06.02		Contract Administration & Inspection (6 weeks of construction - 240 hrs of inspection time)	36	18					18	240														8	320.00	$ 30,030.00
Base Scope	1.01.05.06.03		As-Built Drawings		1	2	8		32																	43.00	$ 5,455.00
			Project Management and Meetings - $Total		$ 10,660,0	$ 2,050,0	$ 2,610,0	$ -	$ 920,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 800,0	$ 3,780,0		$ 20,820,00
Base Scope	**1.01.06**		**Project Management and Meetings**		52,0	10,0	18,0	-	8,0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	36,0	132,00	
			Project Management - $Total		$ 4,920,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,940,0		$ 7,860,00
Base Scope	**1.01.06.01**		**Project Management**		24,0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28,0	52,00	
Base Scope	1.01.06.01.01		Project Management		24																				28	52.00	$ 7,860.00
			Project Meetings - $Total		$ 5,330,0	$ 2,050,0	$ 2,610,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 420,0		$ 10,410,00
Base Scope	**1.01.06.02**		**Project Meetings**		26,0	10,0	18,0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,0	58,00	
Base Scope	1.01.06.02.02		Kick-off Meeting		2	2																			1	5.00	$ 925.00
Base Scope	1.01.06.02.01		Design Meetings - Three (3) w/ City Staff		6	6																			3	15.00	$ 2,775.00
Base Scope	1.01.06.02.03		Pre-Consultation with Regulatory Agencies			2																			2,00	$ 410.00
Base Scope	1.01.06.02.04		Progress Meetings		18		18																		36.00	$ 6,300.00
			Public/Construction Notices - $Total		$ 410,0	$ -	$ -	$ -	$ 920,0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 800,0	$ 420,0		$ 2,550,00
Base Scope	**1.01.06.03**		**Public/Construction Notices**		2,0	-	-	-	8,0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,0	22,00	
Base Scope	1.01.06.03.01		Construction Notice to Neighbouring Properties		2				8																4	22.00	$ 2,550.00

Disbursements

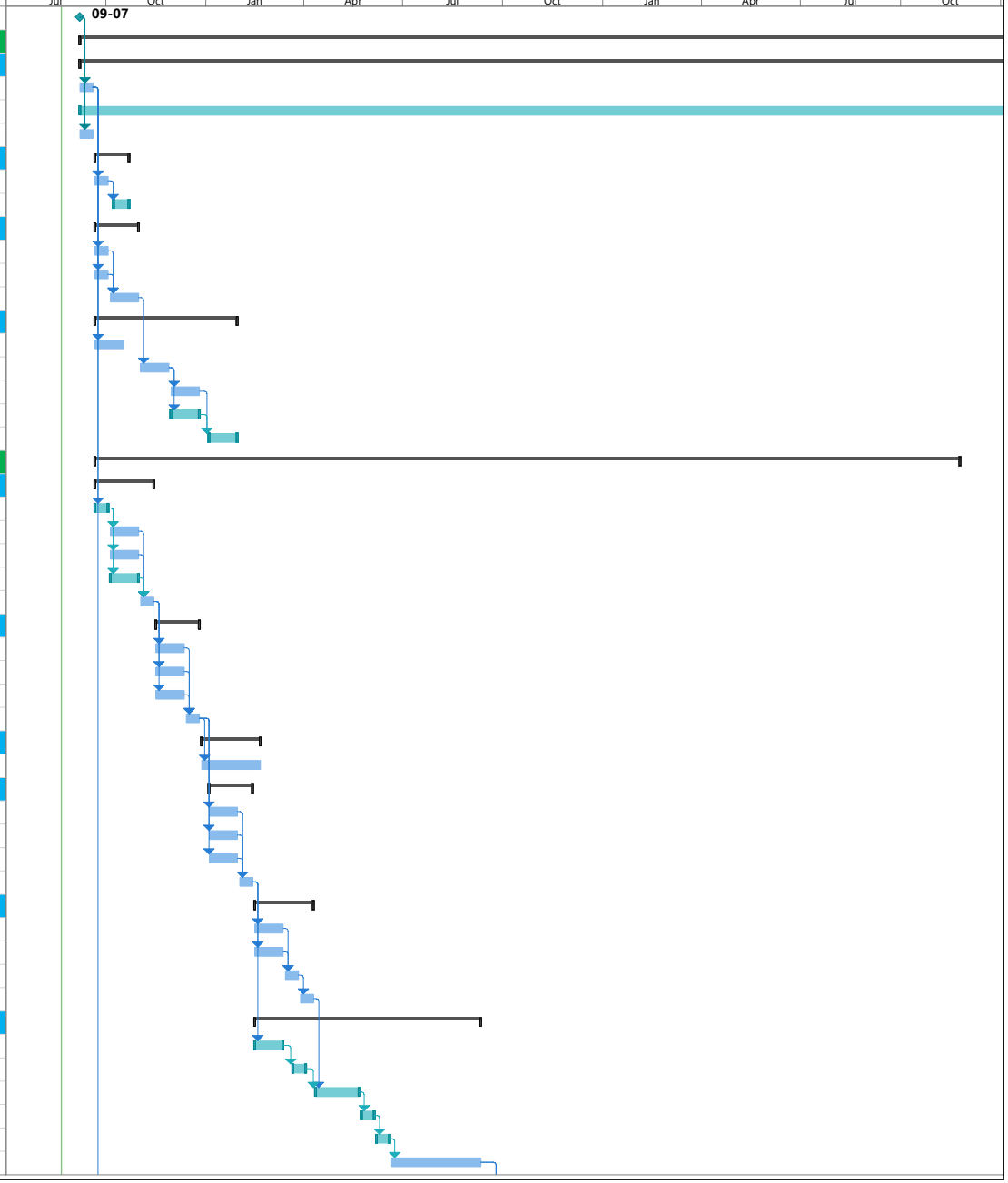
Disb Type		SUB		SUB		ODC		C/A		TOTAL Disbursement	ESTIMATE TOTAL $
Unit Price	$ 1.00		$ 1.00		$ 1.00		$ 1.00			Incl. Markups	Lab. + Disb.
		42,950		33,925		20,650		19,832		$ 117,357,25	$ 514,002,25
										$ -	$ 2,080.00
										$ -	$ 605.00
										$ -	$ 6,150.00
	$ -		$ -		$ -		$ -			$ -	$ 5,040,00
										$ -	$ 1,620.00
										$ -	$ 810.00
										$ -	$ 2,610.00
	$ -		$ -		$ -		$ -			$ -	$ 4,930,00
										$ -	$ 3,500.00
										$ -	$ 1,430.00
	$ -		$ -		$ 1,000		$ -			$ 1,000,00	$ 37,960,00
										$ -	$ 1,475.00
					$ 1,000					$ 1,000.00	$ 31,030.00
										$ -	$ 5,455.00
	$ -		$ -		$ 500		$ 19,832			$ 20,332,25	$ 41,152,25
	$ -		$ -		$ -		$ 19,832			$ 19,832,25	$ 27,692,25
							$ 19,832			$ 19,832,25	$ 27,692,25
	$ -		$ -		$ -		$ -			$ -	$ 10,410,00
										$ -	$ 925.00
										$ -	$ 2,775.00
										$ -	$ 410.00
										$ -	$ 6,300.00
	$ -		$ -		$ 500		$ -			$ 500,00	$ 3,050,00
					$ 500					$ 500.00	$ 3,050.00

Labour	$ 396,645,00
Disbursements	$ 117,357,25
SUB Markup	$ -
ODCs Markup	$ -
Estimate TOTAL (Excluding HST)	$ 514,002,25

City of Sault Ste. Marie
Request for Proposal (2026PWE-ENG-07-P)
Professional Engineering Services Peoples Road Stormwater Management Ponds
Preliminary Project Schedule

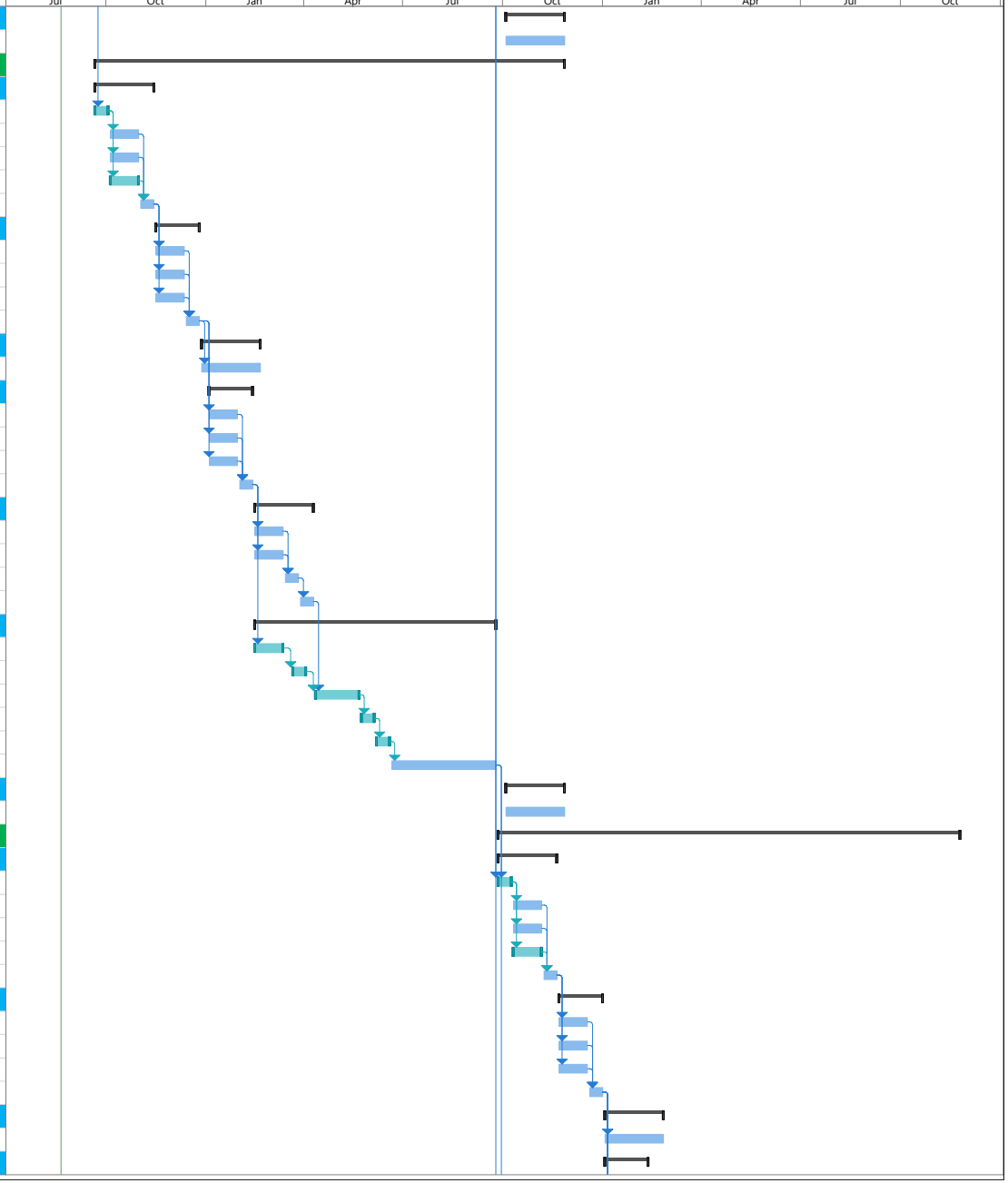
AECOM Delivering a better world

ID	Task Name	Duration	Start	Finish
1	Contract Award	0 days	Mon 26-09-07	Mon 26-09-07
2	**Project Initiation**	**624 days**	**Mon 26-09-07**	**Thu 29-01-25**
3	**Project Management**	**624 days**	**Mon 26-09-07**	**Thu 29-01-25**
4	Start-up Meeting	10 days	Mon 26-09-07	Fri 26-09-18
5	Project Management	624 days	Mon 26-09-07	Thu 29-01-25
6	Develop Health and Safety Plan	10 days	Mon 26-09-07	Fri 26-09-18
7	**Background Review**	**23 days**	**Mon 26-09-21**	**Wed 26-10-21**
8	Review Background Information	10 days	Mon 26-09-21	Fri 26-10-02
9	AECOM WR Staff Site Investigation	10 days	Thu 26-10-08	Wed 26-10-21
10	**Archaeological Assessment (Stage I)**	**30 days**	**Mon 26-09-21**	**Fri 26-10-30**
11	Background Review	10 days	Mon 26-09-21	Fri 26-10-02
12	Cemetery Outreach	10 days	Mon 26-09-21	Fri 26-10-02
13	Prepare Draft and Final Soil Characterization Report	20 days	Mon 26-10-05	Fri 26-10-30
14	**Geotechnical/Excess Soils/Hydrogeological Investigation**	**95 days**	**Mon 26-09-21**	**Fri 27-01-29**
15	Prepare Draft and Final Sampling and Analysis Program	20 days	Mon 26-09-21	Fri 26-10-16
16	Field Work Sampling Coordination and Collection	20 days	Mon 26-11-02	Fri 26-11-27
17	Prepare Draft and Final Geotechnical Report	20 days	Mon 26-11-30	Fri 26-12-25
18	Prepare Draft and Final Soil Characterization Report	20 days	Mon 26-11-30	Fri 26-12-25
19	City Review	20 days	Mon 27-01-04	Fri 27-01-29
20	**Pond #1 - D/S of Cemetery**	**570 days**	**Mon 26-09-21**	**Fri 28-11-24**
21	**30% Design Package Submission**	**40 days**	**Mon 26-09-21**	**Fri 26-11-13**
22	Create Base Plan	10 days	Mon 26-09-21	Fri 26-10-02
23	Prepare 30% Drawing Submission for City Review	20 days	Mon 26-10-05	Fri 26-10-30
24	Prepare Design Brief for City Review	20 days	Mon 26-10-05	Fri 26-10-30
25	Prepare Class 'D' Cost Estimate	20 days	Mon 26-10-05	Fri 26-10-30
26	City Review	10 days	Mon 26-11-02	Fri 26-11-13
27	**60% Design Package Submission**	**30 days**	**Mon 26-11-16**	**Fri 26-12-25**
28	Prepare 60% Drawing Submission for City Review	20 days	Mon 26-11-16	Fri 26-12-11
29	Update Design Brief for City Review	20 days	Mon 26-11-16	Fri 26-12-11
30	Prepare Cost Estimate for City Review	20 days	Mon 26-11-16	Fri 26-12-11
31	City Review	10 days	Mon 26-12-14	Fri 26-12-25
32	**Regulatory Approvals**	**40 days**	**Mon 26-12-28**	**Fri 27-02-19**
33	Prepare Permit Application Package (SSMCA, CLI-ECA)	40 days	Mon 26-12-28	Fri 27-02-19
34	**90% Design Package Submission**	**30 days**	**Mon 27-01-04**	**Fri 27-02-12**
35	Prepare 90% Drawing Submission for City Review	20 days	Mon 27-01-04	Fri 27-01-29
36	Update Design Brief for City Review	20 days	Mon 27-01-04	Fri 27-01-29
37	Prepare Cost Estimate for City Review	20 days	Mon 27-01-04	Fri 27-01-29
38	City Review	10 days	Mon 27-02-01	Fri 27-02-12
39	**100% Drawing Submission**	**40 days**	**Mon 27-02-15**	**Fri 27-04-09**
40	Prepare 100% Drawing Submission for City Review	20 days	Mon 27-02-15	Fri 27-03-12
41	Prepare Class 'A' Cost Estimate	20 days	Mon 27-02-15	Fri 27-03-12
42	City Review	10 days	Mon 27-03-15	Fri 27-03-26
43	Finalize Design Package and Reporting	10 days	Mon 27-03-29	Fri 27-04-09
44	**Tendering and Construction Period**	**150 days**	**Mon 27-02-15**	**Fri 27-09-10**
45	Prepare Tendering Package for City Review	20 days	Mon 27-02-15	Fri 27-03-12
46	City Review	10 days	Mon 27-03-22	Fri 27-04-02
47	Tendering Assistance	30 days	Mon 27-04-12	Fri 27-05-21
48	Issued for Construction Drawings	10 days	Mon 27-05-24	Fri 27-06-04
49	City Review	10 days	Mon 27-06-07	Fri 27-06-18
50	Contract Administration and Construction Inspection	60 days	Mon 27-06-21	Fri 27-09-10

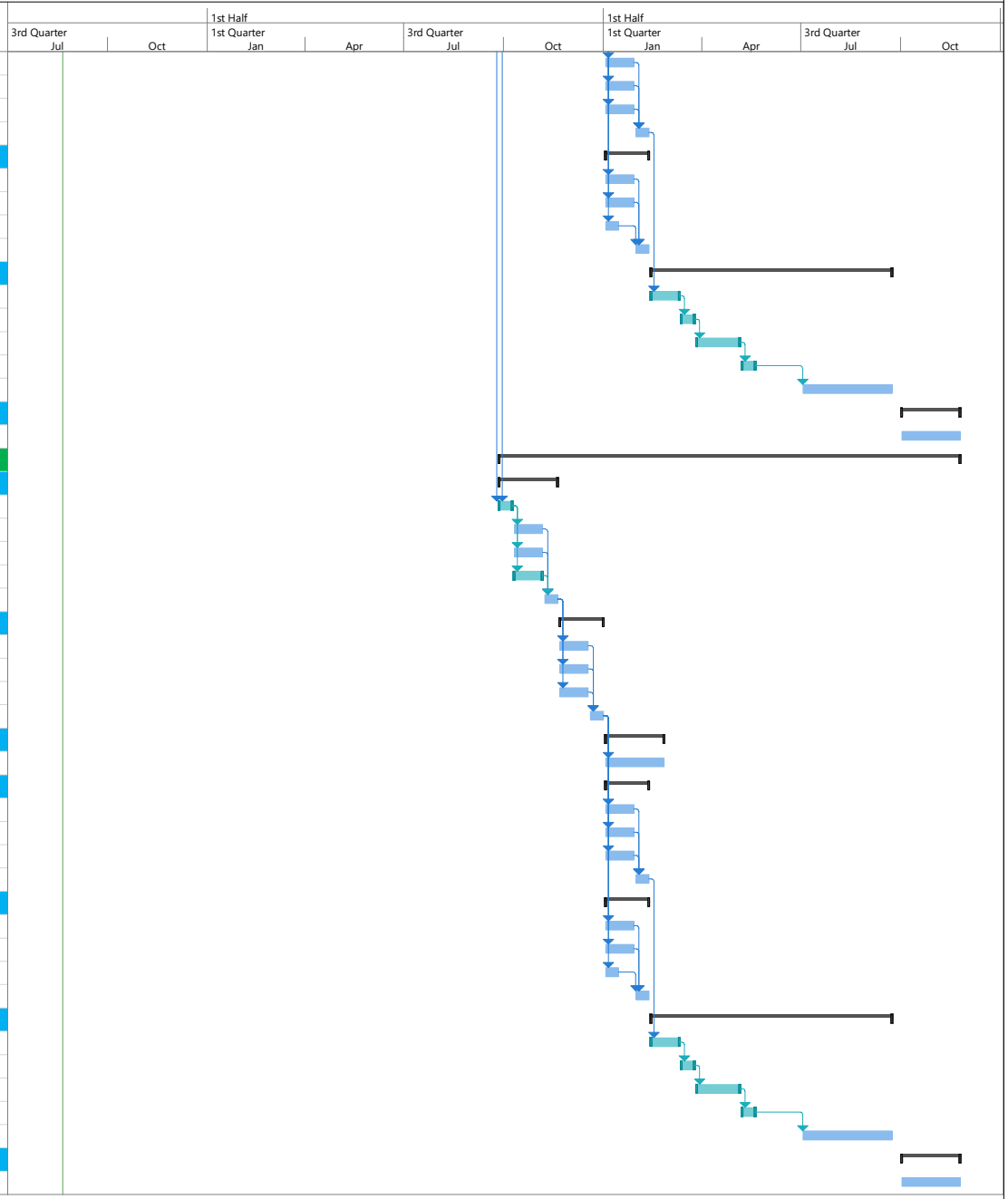


City of Sault Ste. Marie
Request for Proposal (2026PWE-ENG-07-P)
Professional Engineering Services Peoples Road Stormwater Management Ponds
Preliminary Project Schedule

ID	Task Name	Duration	Start	Finish
51	**Warranty Period**	**40 days**	**Mon 27-10-04**	**Fri 27-11-26**
52	As-Built Drawings	40 days	Mon 27-10-04	Fri 27-11-26
53	**Pond #4 - West of Peoples Road, south of Hillside Drive**	**310 days**	**Mon 26-09-21**	**Fri 27-11-26**
54	**30% Design Package Submission**	**40 days**	**Mon 26-09-21**	**Fri 26-11-13**
55	Create Base Plan	10 days	Mon 26-09-21	Fri 26-10-02
56	Prepare 30% Drawing Submission for City Review	20 days	Mon 26-10-05	Fri 26-10-30
57	Prepare Design Brief for City Review	20 days	Mon 26-10-05	Fri 26-10-30
58	Prepare Class 'D' Cost Estimate	20 days	Mon 26-10-05	Fri 26-10-30
59	City Review	10 days	Mon 26-11-02	Fri 26-11-13
60	**60% Design Package Submission**	**30 days**	**Mon 26-11-16**	**Fri 26-12-25**
61	Prepare 60% Drawing Submission for City Review	20 days	Mon 26-11-16	Fri 26-12-11
62	Update Design Brief for City Review	20 days	Mon 26-11-16	Fri 26-12-11
63	Prepare Cost Estimate for City Review	20 days	Mon 26-11-16	Fri 26-12-11
64	City Review	10 days	Mon 26-12-14	Fri 26-12-25
65	**Regulatory Approvals**	**40 days**	**Mon 26-12-28**	**Fri 27-02-19**
66	Prepare Permit Application Package (SSMCA, CLI-ECA)	40 days	Mon 26-12-28	Fri 27-02-19
67	**90% Design Package Submission**	**30 days**	**Mon 27-01-04**	**Fri 27-02-12**
68	Prepare 90% Drawing Submission for City Review	20 days	Mon 27-01-04	Fri 27-01-29
69	Update Design Brief for City Review	20 days	Mon 27-01-04	Fri 27-01-29
70	Prepare Cost Estimate for City Review	20 days	Mon 27-01-04	Fri 27-01-29
71	City Review	10 days	Mon 27-02-01	Fri 27-02-12
72	**100% Drawing Submission**	**40 days**	**Mon 27-02-15**	**Fri 27-04-09**
73	Prepare 100% Drawing Submission for City Review	20 days	Mon 27-02-15	Fri 27-03-12
74	Prepare Class 'A' Cost Estimate	20 days	Mon 27-02-15	Fri 27-03-12
75	City Review	10 days	Mon 27-03-15	Fri 27-03-26
76	Finalize Design Package and Reporting	10 days	Mon 27-03-29	Fri 27-04-09
77	**Tendering and Construction Period**	**160 days**	**Mon 27-02-15**	**Fri 27-09-24**
78	Prepare Tendering Package for City Review	20 days	Mon 27-02-15	Fri 27-03-12
79	City Review	10 days	Mon 27-03-22	Fri 27-04-02
80	Tendering Assistance	30 days	Mon 27-04-12	Fri 27-05-21
81	Issued for Construction Drawings	10 days	Mon 27-05-24	Fri 27-06-04
82	City Review	10 days	Mon 27-06-07	Fri 27-06-18
83	Contract Administration and Construction Inspection	70 days	Mon 27-06-21	Fri 27-09-24
84	**Warranty Period**	**40 days**	**Mon 27-10-04**	**Fri 27-11-26**
85	As-Built Drawings	40 days	Mon 27-10-04	Fri 27-11-26
86	**Pond #2 - Elliot Park #1 (@ former SWMP)**	**305 days**	**Mon 27-09-27**	**Fri 28-11-24**
87	**30% Design Package Submission**	**40 days**	**Mon 27-09-27**	**Fri 27-11-19**
88	Create Base Plan	10 days	Mon 27-09-27	Fri 27-10-08
89	Prepare 30% Drawing Submission for City Review	20 days	Mon 27-10-11	Fri 27-11-05
90	Prepare Design Brief for City Review	20 days	Mon 27-10-11	Fri 27-11-05
91	Prepare Class 'D' Cost Estimate	20 days	Mon 27-10-11	Fri 27-11-05
92	City Review	10 days	Mon 27-11-08	Fri 27-11-19
93	**60% Design Package Submission**	**30 days**	**Mon 27-11-22**	**Fri 27-12-31**
94	Prepare 60% Drawing Submission for City Review	20 days	Mon 27-11-22	Fri 27-12-17
95	Update Design Brief for City Review	20 days	Mon 27-11-22	Fri 27-12-17
96	Prepare Cost Estimate for City Review	20 days	Mon 27-11-22	Fri 27-12-17
97	City Review	10 days	Mon 27-12-20	Fri 27-12-31
98	**Regulatory Approvals**	**40 days**	**Mon 28-01-03**	**Fri 28-02-25**
99	Prepare Permit Application Package (SSMCA, CLI-ECA)	40 days	Mon 28-01-03	Fri 28-02-25
100	**90% Design Package Submission**	**30 days**	**Mon 28-01-03**	**Fri 28-02-11**



ID	Task Name	Duration	Start	Finish
101	Prepare 90% Drawing Submission for City Review	20 days	Mon 28-01-03	Fri 28-01-28
102	Update Design Brief for City Review	20 days	Mon 28-01-03	Fri 28-01-28
103	Prepare Cost Estimate for City Review	20 days	Mon 28-01-03	Fri 28-01-28
104	City Review	10 days	Mon 28-01-31	Fri 28-02-11
105	**100% Drawing Submission**	**30 days**	**Mon 28-01-03**	**Fri 28-02-11**
106	Prepare 100% Drawing Submission for City Review	20 days	Mon 28-01-03	Fri 28-01-28
107	Prepare Class 'A' Cost Estimate	20 days	Mon 28-01-03	Fri 28-01-28
108	City Review	10 days	Mon 28-01-03	Fri 28-01-14
109	Finalize Design Package and Reporting	10 days	Mon 28-01-31	Fri 28-02-11
110	**Construction Period**	**160 days**	**Mon 28-02-14**	**Fri 28-09-22**
111	Prepare Tendering Package for City Review	20 days	Mon 28-02-14	Fri 28-03-10
112	City Review	10 days	Mon 28-03-13	Fri 28-03-24
113	Tendering Assistance	30 days	Mon 28-03-27	Fri 28-05-05
114	Issued for Construction Drawings	10 days	Mon 28-05-08	Fri 28-05-19
115	Contract Administration and Construction Inspection	60 days	Mon 28-07-03	Fri 28-09-22
116	**Warranty Period**	**40 days**	**Mon 28-10-02**	**Fri 28-11-24**
117	As-Built Drawings	40 days	Mon 28-10-02	Fri 28-11-24
118	**Pond #3 - Elliot Park #2 (adjacent to Pickle ball Courts)**	**305 days**	**Mon 27-09-27**	**Fri 28-11-24**
119	**30% Design Package Submission**	**40 days**	**Mon 27-09-27**	**Fri 27-11-19**
120	Create Base Plan	10 days	Mon 27-09-27	Fri 27-10-08
121	Prepare 30% Drawing Submission for City Review	20 days	Mon 27-10-11	Fri 27-11-05
122	Prepare Design Brief for City Review	20 days	Mon 27-10-11	Fri 27-11-05
123	Prepare Class 'D' Cost Estimate	20 days	Mon 27-10-11	Fri 27-11-05
124	City Review	10 days	Mon 27-11-08	Fri 27-11-19
125	**60% Design Package Submission**	**30 days**	**Mon 27-11-22**	**Fri 27-12-31**
126	Prepare 60% Drawing Submission for City Review	20 days	Mon 27-11-22	Fri 27-12-17
127	Update Design Brief for City Review	20 days	Mon 27-11-22	Fri 27-12-17
128	Prepare Cost Estimate for City Review	20 days	Mon 27-11-22	Fri 27-12-17
129	City Review	10 days	Mon 27-12-20	Fri 27-12-31
130	**Regulatory Approvals**	**40 days**	**Mon 28-01-03**	**Fri 28-02-25**
131	Prepare Permit Application Package (SSMCA, CLI-ECA)	40 days	Mon 28-01-03	Fri 28-02-25
132	**90% Design Package Submission**	**30 days**	**Mon 28-01-03**	**Fri 28-02-11**
133	Prepare 90% Drawing Submission for City Review	20 days	Mon 28-01-03	Fri 28-01-28
134	Update Design Brief for City Review	20 days	Mon 28-01-03	Fri 28-01-28
135	Prepare Cost Estimate for City Review	20 days	Mon 28-01-03	Fri 28-01-28
136	City Review	10 days	Mon 28-01-31	Fri 28-02-11
137	**100% Drawing Submission**	**30 days**	**Mon 28-01-03**	**Fri 28-02-11**
138	Prepare 100% Drawing Submission for City Review	20 days	Mon 28-01-03	Fri 28-01-28
139	Prepare Class 'A' Cost Estimate	20 days	Mon 28-01-03	Fri 28-01-28
140	City Review	10 days	Mon 28-01-03	Fri 28-01-14
141	Finalize Design Package and Reporting	10 days	Mon 28-01-31	Fri 28-02-11
142	**Construction Period**	**160 days**	**Mon 28-02-14**	**Fri 28-09-22**
143	Prepare Tendering Package for City Review	20 days	Mon 28-02-14	Fri 28-03-10
144	City Review	10 days	Mon 28-03-13	Fri 28-03-24
145	Tendering Assistance	30 days	Mon 28-03-27	Fri 28-05-05
146	Issued for Construction Drawings	10 days	Mon 28-05-08	Fri 28-05-19
147	Contract Administration and Construction Inspection	60 days	Mon 28-07-03	Fri 28-09-22
148	**Warranty Period**	**40 days**	**Mon 28-10-02**	**Fri 28-11-24**
149	As-Built Drawings	40 days	Mon 28-10-02	Fri 28-11-24



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-145

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and His Majesty the King in right of Ontario as represented by the Minister of Sport for Sault Ste. Marie to host the 2028 Ontario Winter Games February 11-14, 2028 and February 18-21, 2028.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated November 28, 2025 between the City and His Majesty the King in right of Ontario as represented by the Minister of Sport, a copy of which is attached as Schedule “A” hereto. This Agreement is for Sault Ste. Marie to host the 2028 Ontario Winter Games February 11-14, 2028 and February 18-21, 2028.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 21st day of September, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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Schedule “A”

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 28th day of November, 2025

B E T W E E N :

His Majesty the King in right of Ontario
as represented by the Minister of Sport

(the **“Province”)**

- and -

The Corporation of the City of Sault Ste. Marie

(the **“Recipient”)**

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule “A” - General Terms and Conditions
Schedule “B” - Project Specific Information and Additional Provisions
Schedule “C” - Project
Schedule “D” - Budget
Schedule “E” - Payment Plan
Schedule “F” - Reports.

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

(a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and

(b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement**. The Recipient acknowledges that:

(a) by receiving Funds, it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Buy Ontario Act (Public Sector Procurement), 2025* (Ontario)*, Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

(b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario) and the *Buy Ontario Act (Public Sector Procurement), 2025* (Ontario);

(c) the Funds are:

(i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;

(ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);

(d) the Province is not responsible for carrying out the Project;

(e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and

(f) the Province is bound by the *Financial Administration Act* (Ontario) ("**FAA**") and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,

(i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or

(ii) the payment having been charged to an appropriation for a previous fiscal year.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Sport

_____ _____
Date Name: Tyler Currie
Title: Assistant Deputy Minister, Sport, Recreation and Major Events Division

The Corporation of the City of Sault Ste. Marie

_____ _____
Date Name: Mathew Shoemaker
Title: Mayor

I have authority to bind the Recipient.

_____ _____
Date Name: Rachel Tyczinski
Title: City Clerk

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;

(d) any reference to dollars or currency will be in Canadian dollars and currency; and

(e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

(a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

"Loss" means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

"Maximum Funds" means the maximum set out in Schedule "B".

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Proceeding" means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

"Project" means the undertaking described in Schedule "C".

"**Records Review**" means any assessment the Province conducts pursuant to section A7.4.

"Reports" means the reports described in Schedule "F".

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 **General.** The Recipient represents, warrants, and covenants that:

(a) it is, and will continue to be, a validly existing legal entity with full power

to fulfill its obligations under the Agreement;

(b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

(c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and

(d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

(a) the full power and capacity to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

(a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;

(b) procedures to enable the Recipient's ongoing effective functioning;

(c) decision-making mechanisms for the Recipient;

(d) procedures to enable the Recipient to manage Funds prudently and effectively;

(e) procedures to enable the Recipient to complete the Project successfully;

(f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

(g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and

(h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

(a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;

(b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and

(c) deposit the Funds into an account the Recipient designates provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

(a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;

(b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and

(c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

(a) carry out the Project in accordance with the Agreement;

(b) use the Funds only for the purpose of carrying out the Project;

(c) spend the Funds only in accordance with the Budget;

(d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

(a) deduct an amount equal to the interest from any further instalments of Funds;

(b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's

objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

(a) the Recipient:

(i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and

(ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;

(b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and

(c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, **"Province"** includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

(a) submit to the Province at the address set out in Schedule "B" :

(i) all Reports in accordance with the timelines and content requirements set out in Schedule "F";

(ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;

(b) ensure that all Reports and other reports are:

(i) completed to the satisfaction of the Province; and

(ii) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

(a) all financial records (including invoices and evidence of payment)

relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and

(b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

(a) the truth of any of the Recipient's representations and warranties;

(b) the progress of the Project;

(c) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:

(a) inspect and copy any records and documents referred to in section A7.3;

(b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

(a) ensuring that the Province has access to the records and documents wherever they are located;

(b) assisting the Province to copy records and documents;

(c) providing to the Province, in the form the Province specifies, any information the Province identifies; and

(d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

(a) acknowledge the support of the Province for the Project;

(b) ensure that any acknowledgement is in a form and manner as the Province directs; and

(c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence, which commercial general liability the insurance policy will include the following:

(a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) at least 30days' written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

(a) provide to the Province, either:

(i) certificates of insurance that confirm the insurance coverage required by section A10.1; or

(ii) other proof that confirms the insurance coverage required by section A10.1; and

(b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

(a) cancel further instalments of Funds;

(b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

(i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and

(ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 **Events of Default.** Each of the following events will constitute an Event of Default:

(a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

(i) carry out the Project;

(ii) use or spend Funds; or

(iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);

(b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;

(c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;

(d) the Recipient ceases to operate.

A12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

(a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Province determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel further instalments of Funds;

(f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;

(g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;

(i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement,

including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and

(j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 **Opportunity to Remedy.** If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

A12.4 **Recipient not Remedying.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

(a) the Recipient does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 **When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

(a) demand from the Recipient payment of the unspent Funds;

(b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 **Funds Upon Expiry.** Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

(a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

(b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

(a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or

(b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B".

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

(a) in writing;

(b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and

(c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or

(b) in the case of fax, one Business Day after the Notice is delivered; and

(c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

(a) it will do so by Notice;

(b) it may attach any terms and conditions to the consent; and

(c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Condonation not a waiver**. Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

(a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and

(b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

(a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and

(b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

(a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of Her agencies (a "**Failure**");

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f),

(g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	$ 1,390,000
Expiry Date	March 31, 2029
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	N/A
Insurance	$ 5,000,000
Contact information for the purposes of Notice to the Province	**Position:** Manager, Games and Sport Hosting Unit, Ministry of Sport **Address:** 777 Bay Street, 2nd floor Toronto, Ontario M5G 2C8 Attention: Russell Zavitz **Fax:** 647-296-1043 **Email:** russell.zavitz@ontario.ca
Contact information for the purposes of Notice to the Recipient	**Position: Director, Tourism and Community Development** **Address: 99 Foster Drive** **Sault Ste. Marie, Ontario P6A 5X6** **Attention: Travis Anderson** **Email: t.anderson@cityssm.on.ca**
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	**Position: CFO** **Address: 99 Foster Drive, Sault Ste. Marie P6A 5X6** **Attention: Steve Facey** **Email: s.facey@cityssm.on.ca**

Additional Provisions:

1. Section 1.1 of the Agreement is amended to add the following Schedules to the list of Schedules:

   Schedule “G” - Ontario Games Protocols
   Schedule “H” - 2026-2029 Ontario Games Bid Guidelines
   Schedule “I” - The Corporation of the City of Sault Ste. Marie Bid Proposal

2. The following definitions are hereby added to section A1.2 of Schedule “A” to the Agreement:

   “Bid Guidelines” means the *2026-2029 Ontario Games Bid Guidelines* in Schedule “H”.

   “**Bid Proposal”** means The Corporation of the City of Sault Ste. Marie *Bid Proposal* in Schedule “I”.

   “Competition Agreement” means an agreement between the Province, the Recipient and the Provincial Sport Organization that will govern and operate the sport at the event.

   “Contingency Fund” means the portion of the Funds the Province provides to the Recipient pursuant to this Agreement that is identified as a contingency to cover any deficit incurred by the Recipient.

   “Games” means the 2028 Ontario Winter Games.

   “Games Chair” means the person(s) selected by the Recipient to act as the Chairperson of the GOC and represent it.

   “Games Coordinator” means the person selected by the Recipient to manage the day-to-day planning and operations of the Games.

   “GOC” means the Games Organizing Committee established by the Recipient.

   “GOC Sub-Committee Chair” means the individuals selected by the Recipient to manage a specific functional area of the Games.

   “Legacy Fund” means any funds remaining from the operation of the Games including any unspent portion of the Contingency Fund.

   “Multi-Sport Organization” means a non-share capital corporation that organizes or promotes sport opportunities within multiple sport disciplines, on behalf of its members, and which has been formally recognized under the Province’s Sport Recognition Policy.

“Ontario Games Logo” means the official Ontario Games logo with respect to its uses as described in this Agreement.

“Participant” means any athlete, coach, manager and or major official who is properly registered with the GOC as a participant of the Games.

“Program Consultant” means the person(s) appointed to represent and act for the Province in respect of the Games.

“Provincial Sport Organization” or “PSO” means a non-share capital corporation that organizes or promotes sport opportunities within a single sport discipline, on behalf of its members, and which has been formally recognized under the Province’s Sport Recognition Policy. For the purposes of the Ontario 55+ Games, the Ontario Senior Games Association will act as the Province Sport Organization or PSO.

“Ontario Games Protocols” means the Ontario Games Protocols in Schedule “G”.

“Visual Identity Guidelines” means the standards and rules on how the Ontario Games Logos may be used.

3. Section A5.2 of Schedule “A” to the Agreement is hereby deleted.

4. Article A8.0 of Schedule “A” to the Agreement is hereby deleted and replaced with the following:

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province for the Project in the form and manner as required by the Ontario Games Protocols.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province. The Recipient shall further adhere to the requirements of the Ontario Games Protocols regarding any of its Project-related publications.

A8.3 **Advertising**. All advertising, publicity and signs relating to the Games shall be the responsibility of the Recipient, with the exceptions noted in the Ontario Games Protocols. All such materials must be in accordance with the requirements of the Ontario Games Protocols.

A8.4 **Presentations.** Where the Recipient makes a presentation in accordance with this Agreement, the Recipient shall acknowledge the Province as the "Funding Partner" in the format provided by the Province.

A8.5 **French Language Requirements**. All advertising, publicity and signs relating to the Games shall reflect the spirit and intent of the *French Language Services Act (Ontario)*. The Recipient agrees to abide by the French language requirements set out in the Ontario Games Protocols.

5. Article 27.0 of Schedule "A" to the Agreement is hereby deleted and replaced with the following:

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0, Article A27.0, Article 28.0 and Article A29.0.

6. Article 28.0 is hereby added to Schedule "A" of the Agreement as follows:

A.28.0 INTELLECTUAL PROPERTY AND OWNERSHIP OF MATERIALS

A28.1 **Property of Province**. All property including, but not limited to, documents, raw data, research, processes, technology, programs, computer programs, disks, hard drives, storage devices, designs, inventions, props, sketches, layouts, copy, commercial material, photographs, films, negatives, plates, videotapes, transcriptions, jingles, slogans, ideas and plans for promotion (collectively referred to as the "Materials") completed or produced, whether in draft or final form, for the Games, and all copyrights, patents, trademarks, industrial design rights, know-how and any other intellectual property rights arising therein are not the property of the Recipient. The Materials are and shall remain the property of the Province. Any agreement that the Recipient enters into with any third party must acknowledge that the Materials are the property of the Province.

A28.2 **Approval of Changes.** The Recipient shall not make any changes to the Materials without the permission and approval of the Province.

A28.3 **Changes to Property.** Should the Recipient receive the permission or approval to make changes to the Materials, any such changes to the Materials made by any person, including the Recipient, shall be the property of the Province.

A28.4 **License.** The Recipient shall have a licence to use the whole or any part of the Materials for the purposes of this Agreement, and such use includes the right to reproduce the Materials for the purpose of providing copies to third parties. This licence shall expire six (6) months after the final day of competition of the Games. The Recipient shall not market or distribute the Materials in or outside Ontario for any profit, directly or indirectly, without the prior written consent of the Province.

A28.5 **Rights and Releases.** The Recipient shall deliver to the Province, by due and proper assignment under seal, any and all of the rights and releases in the Materials held by it, or any part thereof, including those acquired or to be acquired by it or which may be acquired by it relating to any changes to the Materials or any part of them.

A28.6 **Written Releases.** The Recipient shall obtain signed, written releases from anyone engaged by it in the production of any changes to the Materials. If any individual giving a release is under the age of eighteen (18) years, the release shall be signed by a parent or guardian of such individual. Where the best efforts of the Recipient cannot obtain absolute releases, it shall obtain releases fully sufficient to permit the Materials to be used by the Province or others.

A28.7 **Rights to Province.** The Recipient shall obtain for the Province all assignments, waivers of moral rights, applications, acknowledgements, releases, performance rights, consents, element clearances and any other instruments involving the Materials necessary for it to grant, to vest in and convey to the Province or others the rights described in this Agreement.

A28.8 **Intellectual Property Claims.** The Recipient shall assist the Province with any Canadian or foreign patent or trademark application, copyright registration or any other intellectual property claim or interest in relation to the Ontario Games that the Province considers appropriate by providing the Province with any documentation or any other information (both verbal and written) that will assist the Province in its preparation or prosecution of a claim.

A28.9 **Warrants and Representations.** The Recipient warrants and represents that neither the Materials nor any of its elements that may be

produced by it shall in any way:

(a) infringe or violate any trademark, patent, trade name, or copyright or any other right of a third party whatsoever, including, but not limited to, any person's right to privacy, or right to publicity, or right to any material; or

(b) offend any law, statute, regulation or order of the provincial, federal or municipal governments, including, but not limited to, obscenity, libel and slander, passing off, infringement of copyrights, trademarks, trade names and misappropriation of personality.

A28.10 **Games Signage.** Where possible the Recipient shall use the Ontario Games signage provided by the Province at all sport venues and accommodations. The GOC will be required to submit a plan to accept delivery of signage and store signage before and during the Games, and return, store signage and prepare for pick up post Games. All signage will be delivered and picked-up from a central location determined by the Recipient. The Recipient will be responsible for deploying to and picking up signage from each Games venue and accommodation location.

7. Article A29.0 is hereby added to Schedule "A" of the Agreement as follows:

A29.0 CONFLICT OR INCONSISTENCY

A29.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of (i) the Bid Proposal or (ii) the Bid Guidelines, with the requirements of Schedules "A", "B", "C", "D", "E", "F", and "G", the requirements of Schedules "A", "B", "C", "D", "E", "F" or "G" shall prevail.

SCHEDULE "C"
PROJECT

1.0 THE GAMES

1.1 The Recipient shall organize, manage, promote and conduct the Games from February 11-14, and February 18 – 21, 2028 in The Corporation of the City of Sault Ste. Marie in accordance with this Agreement. Activities related to the Games including sport schedules may extend before and after the dates of the Games.

2.0 RECIPIENT'S RESPONSIBILITIES

2.1 The Recipient shall provide all the facilities and services necessary to organize, manage, promote and conduct the Games to standards established by the Province as set out in the Bid Guidelines and subject to change at the direction of the Province throughout the planning process.

2.2 The Recipient may charge each participant (excluding coaches, managers, major officials and PSO representatives) who attends the Games a registration fee. Final registration fee structure to be determined by the Province.

2.3 The Recipient shall establish a Games Organizing Committee ("GOC") structure comprised of representatives from The Corporation of the City of Sault Ste. Marie and community volunteers on or within 60 days of the date of this Agreement to organize, manage, promote and conduct the Games. The Recipient shall strive to ensure that the composition of the GOC is reflective of the diversity of the host community. This includes proportional representation across gender, race, ethnicity, age, disability, language, and culture according to The Corporation of the City of Sault Ste. Marie's demographics and those of the surrounding region. The Recipient shall make a proactive effort to promote GOC roles and opportunities among traditionally under-represented groups while fostering an inclusive and welcoming environment for individuals of all backgrounds.

2.4 The Recipient agrees and hereby invites, on behalf of the GOC, the Program Consultant to all meetings of the GOC and agrees to provide dates of its sub-committee meetings, as requested by the Program Consultant assigned to the file by the Ministry.

2.5 The Recipient shall conduct a Games Coordinator recruitment process in accordance with the hiring practices of the Recipient. The successful candidate must reside in Ontario. In the event an interview process is conducted, the Program Consultant shall act as an observer on the selection committee.

2.6 The Recipient shall provide office administration assistance and meeting space to the GOC, free of charge.

2.7 The Recipient shall obtain and maintain adequate office facilities and equipment, including computer hardware, software and firmware, for the efficient organization, management, promotion and conduct of the Games.

2.8 The Recipient shall develop and provide management controls for the GOC, which management controls shall contain, to the satisfaction of the Province, sufficient formal checks and balances on the expenditure of Funds to ensure that a deficit for the Games does not occur.

2.9 If at any time it appears that a deficit may occur and the Contingency Fund is needed to be used, the Recipient shall immediately notify the Province and shall propose a revision of the Budget. The Recipient shall submit any such revised Budget to the Province for written approval prior to implementing the revised Budget. This process will repeat itself each time the Contingency Fund is used until the Contingency Fund has been exhausted. If the Contingency Fund is exhausted, the Recipient must propose a revision to the Budget to prevent any further deficit from occurring.

2.10 At the conclusion of the Games, the Recipient shall keep any remaining portion of the Contingency Fund and any surplus funds in a Legacy Fund to be established by the Recipient until the Legacy Fund is exhausted.

2.11 The Recipient shall use the Legacy Fund and interest earned thereon according to the legacy plan developed by the GOC, as approved by the Recipient and the Province.

2.12 The Recipient shall not use any portion of the Contingency Fund, Legacy Fund, or any surplus funds or interest earned thereon from the Games at any time for the general purposes or operating costs of any municipality, including the Recipient, or of any other third party.

2.13 The Recipient shall conduct an economic impact assessment for the Games and provide results to the Province either on their own or as part of the final report referred to in Schedule “F”.

3.0 GAMES ORGANIZING COMMITTEE’S RESPONSIBILITIES

3.1 The GOC shall be accountable to the Recipient for the organization, management, promotion and conduct of the Games. The GOC, represented and led by the Games Chair(s), shall follow the Bid Guidelines and shall:

(a) Establish the organizational structure to plan and operate the Games;
(b) Select GOC Sub-Committee Chairs;
(c) Set and submit to the Recipient, for written approval, the proposed budget for the Games;

(d) Implement management controls as established by the Recipient to ensure that the Games are operated within the Budget; and
(e) Manage the day-to-day operations of the Games.

3.2 The GOC and its sub-committees shall provide a minimum of seven (7) days notice to the Program Consultant of the date, time and location of their meetings by sending copies of the agenda and all relevant documentation for said meetings. After such meetings, the GOC and its sub-committees shall provide copies of the minutes of their meetings, including relevant documentation, to the Program Consultant, whether or not the Program Consultant attends such meetings.

3.3 If a Legacy Fund is projected or occurs from the organization, management, promotion or conduct of the Games, the GOC shall develop a legacy plan which will outline how any such funds shall be used by the Recipient. The legacy plan shall be submitted to the Recipient and to the Province for approval within one hundred and twenty (120) days of the completion of the Games. In the event that the GOC fails to submit a legacy plan, any unspent portion of the Contingency Fund shall be returned to the Province.

3.4 In developing the legacy plan, the GOC shall follow and foster the goals of the Games, and in particular, shall consider the following goals:

(a) To increase opportunities for the development of athletes to pursue competitive goals and achieve their personal potential;
(b) To develop, promote and enhance amateur sport at the community level; and
(c) Funds are not to be used for the general purposes or operating costs of any municipality, including the Recipient, or of any other third party.

4.0 THE PROVINCE'S RIGHTS AND RESPONSIBILITIES

4.1 The Province has the right of prior approval for any change to each of the following aspects of the Games:

(a) Individual sports participating in the Games;
(b) Number of Participants;
(c) Site selection;
(d) The dates of the Games;
(e) The schedule of events; and
(f) Protocol and ceremonies.

4.2 The Program Consultant shall observe as part of the interview selection committee for the Games Coordinator position.

4.3 The Program Consultant shall be entitled to attend all meetings of the GOC and its sub-committees. The Program Consultant's attendance shall be in an observer capacity only to provide the support and expertise as required by

section 4.4 of this Schedule. The Program Consultant shall not participate or vote in any decisions made by the GOC. The Program Consultant shall not be a member of the GOC.

4.4 The Province agrees to provide the following at its own expense and at a level it determines in its sole discretion:

(a) ongoing support and expertise to the Recipient and the GOC;
(b) consultation to all parties involved in the planning, organization, management, promotion and conduct of the Games.

4.5 The Province shall review, within a reasonable time, the Budget for the Games submitted by the Recipient, and any revisions thereto. The Province shall also review the legacy plan submitted by the Recipient, and any revisions thereto. Upon such review the Province shall, in its sole discretion, approve the Budget and legacy plan, respectively, or shall return the Budget and legacy plan to the Recipient for revision and resubmission to the Province.

5.0 ADDITIONAL POLICIES

5.1 The Recipient shall take all reasonable steps to provide a harassment-free environment at the Games. Without limiting the foregoing, the Recipient shall:

(a) Implement a human rights policy, developed by the GOC, or use one that currently exists within a municipality, for the Games.
(b) Ensure that everyone involved in the Games, including, without limitation, staff, volunteers and all Participants, acknowledge and agree in writing to be bound by an anti-harassment policy for their involvement in the Games.
(c) Develop and implement a recruitment policy for new staff and volunteers at the Games, which shall include appropriate screening mechanisms for their involvement, to ensure the safety of everyone. At minimum, all staff and volunteers (recruited by the Recipient) at the Games that are in direct contact with Participants of the Games, must complete a police reference check with the vulnerable sector screening program.
(d) The Recipient agrees that the GOC shall implement the Ontario Games Protocols, as well as any additional policies developed by the Province to enhance the Ontario Games Program, the Recipient's community or the Participants' experiences.

5.2 The Province shall have the right to review the above policies and make certain that they are acceptable before the Recipient implements the policies. If the Province is of the opinion that the policies of the Recipient are not acceptable, the Province shall require the Recipient to revise the policies to the Province's and the Recipient's mutual satisfaction.

SCHEDULE "D"
BUDGET

[Note to Drafter: When preparing the "Budget" in Schedule "D", align the Budget with the Project in Schedule "C" and break down the Budget by Funding Year.]

Revenue	
Item	**Amount**
Hosting Grant	$1,065,000
Participant Registration Fees	$210,000.00
Municipal Contributions	$275,000.00
Admission Fees	$0.00
Sponsorship/Fundraising	$250,000.00
Merchandise	$15,000.00
Total	**$1,815,000.00**
Expenses	
Item	**Amount**
Accommodations	$393,061.28
Administration	$126,512.10
Food Services	$358,412.00
IT & Equipment	$25,950.00
Medical	$15,700.00
Marketing & Communication	$40,440.00
Registration	$35,750.90
Security	$6,175.00
Special Events	$227,883.80
Sponsorship/Fundraising	$21,500.00
Sport	$95,523.00
Internal Transportation	$75,000.00
External Transportation	$363,000.00
Volunteer Services	$30,000.00
Total:	**$1,814,908.08**
Profit/(Loss)	**$91.92**
Capital/Legacy Fund	**$325,000.00**

SCHEDULE “E”
PAYMENT PLAN

The following chart sets out a timeline separated by Funding Year for when key activities and key indicators must be completed in order to receive the payment amount specified:

Timeline	Funding Year	Key Activities	Key Indicators	Payment Schedule
Upon execution of the Agreement by the Parties	26-27	Provide Certificate of Insurance	Provide a copy of the Certificate of Insurance	$490,000
		Hire General Manager	Provide signed General Manager contract	
		Secure office space for General Manager	Provide address of office space	
		Submit budget for Ministry approval	Budget received and approved	
By 10 months out from the Games	27-28	Conduct sport venue tours with Provincial and Multi-Sport Organizations	Identify dates and deliver on tours	$100,000
		Create a French language service plan	Provide French language service plan	
		Create sponsorship package with target sponsor list	Provide a copy of sponsorship package with a list of sponsors being approached	
		Form Games Organizing Committee	Provide Games Organizing Committee list including names and contact information	
		Confirm a capital budget spending plan	Provide a spending plan for the capital funding portion of the Ministry’s grant	
By 8 months out from the Games	27-28	Launch volunteer registration system	System launched	$100,000
		Conduct orientations with all GOC Chairs	Orientations with Ministry completed for each GOC Chair	
		Secure sport venue contracts	Provide copies of all sport venue contracts	
		Launch website	Website is live	
		Secure accommodation contracts	Provide copies of all accommodation contracts	
		Secure transportation provider	Provide copy of contract with transportation provider	
		Identify accommodation allocation by sport	Provide list of accommodations allocated by sport	

		Conduct first one-on-one meeting with Provincial and Multi-Sport Organizations	Identify dates and deliver one-on-one meetings	
By 6 months out from the Games	27-28	Create medical plan	Provide medical plan with level of medical coverage for all sport and non-sport venues	$165,000
		Create meal schedule	Provide meal schedule	
		Secure food service contracts	Provide copies of food service contracts	
		Create transportation schedule	Provide transportation schedule	
		Secure vendors for Opening Ceremony	Provide copies of contracts with vendors	
		Secure required sport equipment	Identify sport equipment, equipment provider	
		Conduct second one-on-one meetings with Provincial and Multi-Sport Organizations	Identify dates and deliver one-on-one meetings	
By 3 months out from the Games	25-26	Launch participant registration system	System launched	$375,000
		Secure medal provider	Provide contract for medal provider	
		Secure Games headquarters location and create plan	Provide contract for Games headquarters location and operational plan	
		Create food menus	Provide menus for all meals for food service providers.	
		Establish run-of-show for opening ceremony	Provide run-of-show for opening ceremony	
		Secure Games warehouse/storage location	Provide contract for warehouse/storage location	
		Create logistics plan	Provide plan and master delivery schedule	
		Create volunteer training plans	Provide volunteer training materials	
		Secure vendors for opening ceremony	Provide copies of contracts with vendors	
		Create participant handbook development schedule	Provide participant handbook development schedule	
		Create Games photo/video content capture plan	Provide Games photo/video content capture plan	
		Signage deployment/retrieval plan	Provide signage plan	
		Conduct third and final one-on-one meetings with Provincial and Multi-Sport Organizations	Identify dates and deliver one-on-one meetings	
By 4 months post Games	26-27	Complete post-Games economic impact report (see Schedule “F”)	Provide TREIM or STEAM economic impact report	$160,000
		Create and implement legacy plan	Provide legacy plan	

		Transfer photos/videos from the Games photo/video content capture plan	Photos/videos from the Games photo/video content capture plan received	
		Complete financial reporting requirements (see Schedule “F”)	Provide final event budget and audited financial statements	
		Submit satisfactory final report (see Schedule “F”)	Report received and approved by Province	

SCHEDULE “F”
REPORTS

1.0 INFORMATION REQUIREMENTS AND REPORTS

1.1 The Recipient shall submit financial statements to the Province, including an explanation of variances from the Budget or any subsequent revisions to the Budget, under the following timelines:

(a) Quarterly reports from the time period of signing this Agreement to six (6) months prior to the commencement date of the Games;
(b) Monthly reports from the time period starting six (6) months prior to Games up to the commencement date of the Games; and
(c) As requested by the Province.

1.2 The Recipient shall submit to the Province all minutes from meetings of the GOC, including reports prepared for or submitted to the GOC and its sub-committees.

1.3 The Recipient shall submit to the Province a copy of a final report regarding the Games within four (4) months of the final day of competition of the Games. The final report shall contain the following:

(a) The final reports of each of the GOC’s sub-committees, and a final report of the GOC outlining the successes and challenges of the Games;
(b) An audited financial statement prepared by a chartered accountant, for every whole or partial fiscal year coinciding with the term of this Agreement; and
(c) All details required in the final report guidelines provided by the Province.

1.4 The Recipient shall submit to the Province an economic impact report within four (4) months of the final day of competition at the Games, unless the Province has approved a different deadline.

1.5 The Recipient shall submit to the Province any other reports as may be requested in accordance with the timelines and content requirements specified.

General Items of Overall Games Delivery

The Province

- The Province will conduct an orientation session with the Games Chair, Games Coordinator, and each Sub-Committee Chair of the GOC.
- The Province will provide reference documents and supporting documents for the Recipient's use. They will focus on recommended structures, tasks, samples and timelines that have been successful for previous Ontario Games and other provincial level Games across Canada.
- The Province will provide logos and the Visual Identity Guidelines to the Recipient.
- The Province and Recipient agree to arrange a minimum of three meetings with PSOs to review plans for the Games.
- The Province will provide the following policies for the Recipient to adopt for the Games:
    - Participant Code of Conduct
    - Notice of Collection of Personal Information and Authorization to Disclose Personal Information Waiver for Participants
    - Release of Liability, Waiver of Claims and Indemnity Agreement for Participants

The Recipient

- The Recipient will conduct orientation sessions with each member of their sub-committees.
- The Recipient will conduct venue tours with the Province and PSO/MSOs at least one year prior to the Games. Tours will also be provided for the GOC and committee members whose plans affect or are affected by the operations of the Games venue.
- The Recipient will adopt a human rights policy, recruitment policy and codes of conduct for the Games.
- The Recipient will comply with the following French Language requirements:
    - Each GOC Sub-Committee Chair must ensure that the French language materials listed below are implemented for their specific area of responsibility. The Games Chair(s) will have overall responsibility to ensure the implementation of these guidelines.
    - The following materials must be made available concurrently in French and English as directed by the Program Consultant:
        - Province wide news releases
        - Logos
        - Invitations to special events (i.e. opening ceremony & VIP reception)
        - Programs for special events
        - Components of the opening ceremony including, Participants' & officials' oaths, and national anthem
        - Bilingual representative available for the duration of the Games to assist with translation requirements

        - Signage
        - Medals
        - Accreditation tags
        - Posters
        - Website
        - Participant handbook
        - Social media content
        - Inserts for English newspapers, if a French newspaper exists in the community
    - The following materials do not need to be translated but must state “This information is available in French upon request” in a place that is visible:
        - Registration package and forms
        - Official Games programs
        - Volunteer training manual
    - For any materials that are not listed above, please contact the Program Consultant for direction.

Items Specific to GOC Sub-Committee Areas

Accommodation

- The Recipient will provide accommodations for all athletes, coaches, managers, sport assistants, major officials, and PSO representatives under the following guidelines:
    - Accommodations are in close proximity, creating an Athletes’ Village atmosphere (i.e., university residences, close hotels, etc.) wherever possible.
    - Participants must be separated by gender within rooms and where possible gender-based floors.
    - Non-athletes (i.e. coaches, managers, officials, and PSO representatives) are provided separate accommodations from athletes; unless in a dormitory style setting where two or more adults may be accommodated with minors (only where separate bedrooms and washrooms are present) and is subject to the approval of the Province.
    - Non-athletes of opposite genders cannot share rooms with athletes or be within a unit of the opposite gender.
    - In a standard room at a hotel, one person per bed with a maximum of three athletes per room. If hotel rooms are larger, the number of athletes per room can be increased if approved by the Province.
    - Due to varied sport schedules, no more than one team or sport can be roomed together, and participants must be separated by sport, team or region.
    - The PSO representative will be provided with a separate room at the Athletes’ Village unless otherwise agreed upon by PSO, the Recipient and the Province.
- The Recipient will provide all linens and pillows for participants.
- The Recipient will provide at minimum of a single bed – 39’’ x 75’’, with a mattress thickness of at least 5 inches for each participant.

- The Recipient will provide accommodations to all participants for the duration of the Games from Opening Ceremony to the morning of the final day of the participant's competition. Additional nights of accommodation may be required due to travel schedules of participants, as determined by the Province.
- The Recipient will provide rooming list forms to the PSOs.
- The Recipient will provide security during the overnight hours at all accommodations during the Games. PSO representatives, coaches, managers, and sport assistants will assist in the supervision of athletes.
- Curfew is 10:00 pm for all participants residing in the Ontario Games accommodations with lights out at 11:00 pm. PSO representatives, coaches and managers will be the main individuals responsible for implementing the curfew, the Recipients' security will provide support implementing curfew.
- The Recipient will provide an accommodation plan for family and friends of participants at least four (4) months prior to the start of the Games.

Administration

- The Recipient will adopt a risk management policy approved by the host community.
- At the discretion of the Recipient, a contract can be negotiated with a souvenir company to deliver and provide souvenirs for the Games. All souvenir designs are subject to approval by the Province. All funds raised through souvenir sales must be included in the Budget.
- The Recipient can charge an admission fee for all Ontario Games events for individuals who are not participating in the Games.

Games Headquarters

- The Recipient will establish a Games headquarters prior to the start of the Games. The Games headquarters must include:
    - A direct phone number to headquarters prior to and after the Games and include multiple phone lines during the Games.
    - Sufficient space available for all necessary committee areas.
- The Recipient will operate Games headquarters from the day prior to the opening ceremony until the last day of competition. Headquarters must be staffed from 7:00 a.m. up to 11:00 p.m. each day (depending on that day's activities). Outside those times the headquarters phone number must be forwarded to a key contact. If participants must stay beyond the last day of competition due to travel schedules, the headquarters phone must be forwarded to a key contact until all participants have left the Games accommodations.

Finance

- The Recipient will provide the Province a detailed budget, including an accurate and current income statement quarterly/monthly basis as outlined in Schedule F – Reporting and as requested.

Food Services

- The Recipient will provide Participants with a menu that reflects the nutritional needs of the Participants; ensuring that each meal provides a variety of foods that are rich in grains, protein, vegetables and fruit.
- Special dietary restrictions must be collected from Participants by the Recipient through registration and alternative arrangements made if planned meals are not sufficient.
- The Recipient will follow food safety standards for all food preparation and specifically for any boxed lunches that are transported and stored at venues.
- Meals must be provided by the Recipient from dinner on Opening Ceremony day to lunch on the last day of competition.
    - Exceptions for early competition meals where necessary may be required, and subject to approval by the Province.
    - Dinner prior to the Opening Ceremony must occur no earlier than 4pm, unless supplemental snacks are provided post ceremony.
- Boxed lunches must be provided by the Recipient to participants whenever competition schedules do not allow for the ability to travel back to the accommodations or designated meal location.
- The Recipient will provide all menu plans to the Province for approval at least four (4) months prior to the Opening Ceremony.
- Alternative sport specific meals may be requested by the PSO and at the approval of the Recipient and the Province.

Sponsorship and Fundraising

- The Province shall be named the official “Funding Partner” of the Games. The Province should be acknowledged before any other sponsor of the Games. No other sponsor should receive more recognition than the Province. The Recipient will provide a plan for sponsorship acknowledgement to the Province for approval. The Province retains the right to approve any title or presenting sponsor of the Games.
- The Recipient will provide the Province with the most prominent exposure on all collateral materials. Under no circumstance shall the acknowledgement of the Province be less favourable than that granted to any other sponsor.
- The Province shall participate, in the manner it chooses and at its sole discretion, in the development of any supplemental sponsorship plan which the Recipient proposes with respect to supporters of the Games, including categories to be offered and the rights they grant. The Province must approve in writing any sponsorship plan prior to its implementation.
- The Recipient is responsible for all advertising, publicity and signage related to Games’ sponsorship. Approval from the Province must be obtained prior to production.
- The Recipient will provide the Province with recognition in the following manner:
    - Ad/logo in event publications, and participant/volunteer handbooks
    - Space for provincial information at information booths.
    - Logo at registration and information booths.
    - Promotional material provided by the Province; to be distributed to all Participants (e.g., in participant handbags).

    - Placement of the Province and Games logos hyperlinked on websites and listed on social media platforms related to the Games.
    - All signage at the Ontario Games includes the Province's logo, including any signage recognizing other sponsors of the Games.
    - In such manner as the Province may direct, in any other instances where sponsors and/or funders are being recognized or listed.
- The Recipient will provide an opportunity for the Province to send a representative to speak at every event leading up to and throughout the duration of the Games. Events could include but are not limited to:
    - Countdown events (e.g., 100 Day, 1 Year, etc.)
    - VIP reception
    - Opening ceremony
    - Medal presentations
- The Recipient will include all cash and value-in-kind sponsorship raised in the Budget (either designated to a specific committee or under the sponsorship committee).
- The Recipient will comply with restrictions implemented by the Province from time to time regarding the inclusion of alcohol sponsors. Tobacco and marijuana companies are not permitted to be recruited as sponsors.
- The Province shall have the right to approve sponsors proposed by the Recipient before they can become official sponsors of the Games. The Recipient will submit sponsorship lists throughout the Games planning process for approval by the Province.

Medical

- The Recipient will ensure all medical staff and volunteers complete and submit a medical incident report at any point a medical assessment or treatment is conducted on a Participant of the Games or a spectator at a Games site. Reports must be shared with the GOC upon request and the Recipient must ensure that necessary consent and privacy notices are in place to support the sharing of information.
- The Recipient will develop a consent for treatment form that must be completed by individuals who require treatment during the Games.
- The Recipient is responsible for collecting and reviewing all Medical Incident Reports.
- The Recipient will provide medical coverage appropriate to the sport at all venues. Venue specifications provided by the PSOs will provide this information.
- The Recipient will develop a policy for the removal of an injured Participant from competition. The policy must be communicated to all Participants at least one (1) month prior to the Games.
- The Recipient will provide a list of medical coverage for each sport at all sport venues no later than six (6) months prior to the opening ceremony.

Marketing & Communications

- Promotional Materials:

- All promotional materials developed by the Recipient must adhere to the Visual Identity Guidelines and are subject to approval by the Province.

- Website:
  - The Recipient will develop a Games website for the purpose of communicating information to Participants and the public.
- Photo/Video:
  - The Recipient will create a Games photo/video content capture plan that details how it will capture photo/video content during the Games and subsequently transfer this content to the ministry post-Games.
  - Under its Games photo/video content capture plan the Recipient will capture and provide to the ministry the following:
    - One (1) edited video from the Opening Ceremony
      - this should include the VIP Reception
    - One (1) edited wrap-up video compilation of the entire Games
      - this should feature video coverage from the Opening Ceremony and each sport competition
    - Fifty (50) photos from the Opening Ceremony
      - this should include the VIP Reception
      - a minimum of fifteen (10) of these photos should be fully edited
    - Twenty-five (25) photos from each sport competition at the Games
      - a minimum of three (3) of these photos from each sport competition should be fully edited
  - All photographs taken by the Recipient during the Games are the property of the Province and only be used for the purpose of promoting the Ontario Games Program.
  - The Recipient permits each PSO to have access to their sport's photographs at no cost.
  - The Recipient will permit Participants, Participant family members and PSO staff to be onsite taking photos during the Games. These photos can be used to promote their sport and for personal use.
- Signage:
  - The Recipient will create a signage plan for the Games, including identifying a central location for signage storage and a means to transport signage to and from the identified central location and Games venues.
  - The Province will provide the Recipient with an inventory of signage that will be delivered to a central location that must be used for the Games and set up prior to the start of each sport training and/or competition.
  - The Recipient is responsible for the replacement or repair of any lost or damage signage provided by the Province.
- Ontario Games Mascot:
  - The Province will provide two (2) mascot appearances to promote the Games prior to the Games start date.
  - The Province will provide and manage mascot appearances at its discretion during the dates of the Games.

- Communication Opportunities:
    - The Recipient will provide an opportunity for the Province to participate in any and all press conferences and provide quotations for any press releases such as host announcements, media advisories and Games conclusion releases.

Registration

- The Recipient will source a system to collect participant registrations. The Province and Recipient will work together on the registration template and information to be collected.
- The Recipient will open registration a minimum of two (2) months prior to the registration deadline.
- The Recipient will communicate the on-site registration and accreditation process to PSOs no later than one (1) month prior to the Games.

Security

- Curfew is 10:00 pm for all participants residing in the Ontario Games accommodations, with lights out at 11:00 pm. Coaches and managers will be the main individuals responsible for implementing the curfew, and the Recipients' security will provide support implementing curfew. Security will contact coaches/managers, PSOs and the GOC regarding any concerns with Games participants.
- The Recipient shall provide Game security at Games accommodations from 10:00 p.m. to 6:00 a.m.
- The Recipient will record all incidents on an incident report form. A copy of all incident report forms will be provided to the GOC and the Province.
- The Recipient will report any incident requiring local emergency services or that cannot be handled by Participants to Games Headquarters.
- The Recipient will provide appropriate storage and necessary security for all sports equipment and provide details of storage to PSOs prior to the Games.
- The Recipient will provide on-site security at sport venues where sport equipment is stored as required by the PSO.
- The Recipient will provide security at special events venues including the opening ceremony.

Special Events

- The Recipient may sell tickets for the opening ceremony.
- A VIP reception may be hosted by the Recipient during the Games. The Province will provide a list of VIPs that have to be invited to the reception in addition to those identified by the GOC.
- The Province will designate representatives from the Province to speak first at the opening ceremony. As well, the Province will designate a representative to speak at any other events.
- The Recipient will provide information and itineraries for all special events upon request by the Province.

- The Province may invite special guests such as Ministry of Sport representatives and past and future Ontario Games hosts to tour during the Games, visit venues, attend the VIP Reception and talk with participants, GOC members and other VIPs.

Sport

- The Recipient will provide, at its expense, the venues that meet the venue specifications provided by the PSO.
- The Recipient will provide any equipment the PSO cannot provide for competition, as outlined in the Sport Technical Packages.
- The start and end date of each competition is set by the PSO and approved by the Province. The Recipient will be informed of any changes in competition dates as they occur.
- The Recipient will provide a local sport manager to work alongside the PSO to manage and resolve any Games-related issues.
- The Recipient will present gold, silver and bronze medals through a medal ceremony, as identified by the PSO in their Sport Technical Package.
- The Recipient will provide opportunities for representatives from the Province to present medals during the Games.
- A joint decision between the Province, Recipient and the PSO will be made if scheduled events are postponed or cancelled.
- The Recipient will manage the recording and reporting of results during and following the Games. Updated results must be placed on the Ontario Games website as competitions are completed. The PSO will inform the Recipient on the best way results should be reported.

Transportation

- The Recipient will provide transportation for Games participants upon their arrival to the host community.
- Participant transportation to and from venues (sport and Opening Ceremony) and accommodations must be provided by the Recipient.
- Transportation to and from host community's airport/train/bus station to accommodation must be provided by the Recipient.
- The Recipient will adopt the Ontario Games External Travel Policy provided by the Province.

Volunteers

- The Recipient will ensure vulnerable sector screening is conducted for volunteers who work in a role that has direct contact with Participants. At a minimum, the Recipient will conduct vulnerable sector screening for the following volunteer roles:
    - GOC members;
    - Accommodations volunteers, including any volunteers with access to the Participant accommodations at any time;
    - Sport venue volunteers with access to Participant dressing rooms.;
    - Medical services personnel;
    - Security personnel; and

    - Any volunteers with access to personal information, e.g., registration database.
- At their discretion, the Recipient may require other volunteer positions to complete vulnerable sector screening.
- The Recipient will create a volunteer policy outlining the requirements of each role.
- The Recipient is responsible for providing all volunteers required to operate the Games, including Minor Officials identified by Sport Technical Packages.

Critical Incident Protocols

In the event of a critical incident, procedures will be followed in the attempt to address the situation with the individual(s) and the sport involved as efficiently and effectively as possible. The following list of procedures will happen simultaneously:

- The first person to discover the incident should contact the Games headquarters. The headquarters volunteer should follow the instructions outlined below (which should be posted in an accessible location at headquarters):
    - Relay the information to the GOC Chair(s), Games Coordinator, and Program Consultant; their phone numbers should not be given out;
- The Games headquarters volunteers will notify all committee chairs and inform them that any inquiries should be directed to the Games headquarters.
- If necessary, a briefing will be arranged by the Games Chair(s), Games Coordinator and Program Consultant at the Games headquarters, and the necessary committee chairs will be contacted to attend the meeting.
- The Program Consultant will notify the Games Coordinator and Province's representatives.
- The Games Chair(s) and/or Games Coordinator will act as the spokesperson and all media requests will be handled by the spokesperson.
- The Recipient will ensure a written statement will be prepared for distribution to all committee chairs and volunteers.
- The GOC Sub-Committee Chair for security will act as a liaison between the GOC Chair(s), Games Coordinator and Program Consultant, and the local police department.
- If appropriate, the marketing and communications sub-committee may prepare a press release or media conference at the direction of the Games Chair(s) and Games Coordinator.
- Sport managers will ask all volunteers to refrain from commenting to the media from the site of the incident in order to protect the identities of the parties involved.
- In the event that the incident takes place at a sport venue, the Games Chair(s), Games Coordinator, Program Consultant, GOC Sub-Committee Chair for sport, and sport manager on-site will determine if the competition should continue.
- The Games Chair(s), Games Coordinator and Program Consultant will visit the venue (site of the incident) when reasonably possible.
- If the incident involves a Participant, the Games Chair(s) and/or Games Coordinator will contact the Participant's family.

(attached)

(Remove as it contains trade secrets and technical information that is proprietary to the institution and can impact its future competitiveness for bids)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-146

DELEGATION TO CITY SOLICITOR: A by-law to authorize the City Solicitor and his designate, in the name of the Corporation to execute and affix the seal of the Corporation to the Quit Claim Deed to correct the ownership interest of the lands and premises known municipally as 201 South Market Street and legally described as PT LOT 18 RCP H724 ST. MARY'S PT 2 1R3709 SAVE AND EXCEPT PT 1 1R9475; CITY OF SAULT STE. MARIE, being PIN 31502-0809(R).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 23.1(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **AUTHORITY TO SIGN DOCUMENTS DELEGATED**

   City Council hereby delegates to the City Solicitor and his designate, the authority in the name of the Corporation to execute and affix the seal of the Corporation to the Quit Claim Deed to correct the ownership interest of the lands and premises known municipally as 201 South Market Street and legally described as PT LOT 18 RCP H724 ST. MARY'S PT 2 1R3709 SAVE AND EXCEPT PT 1 1R9475; CITY OF SAULT STE. MARIE, being PIN 31502-0809(R).

2. **EXECUTION OF DOCUMENTS**

   The powers delegated to the City Solicitor and his designate, under Section 1 of this by-law include the power Corporation to execute and affix the seal of the Corporation to the Quit Claim Deed attached as Schedule "A" to this by-law, to correct the ownership interest of the lands and premises known municipally as 201 South Market Street and legally described as PT LOT 18 RCP H724 ST. MARY'S PT 2 1R3709 SAVE AND EXCEPT PT 1 1R9475; CITY OF SAULT STE. MARIE, being PIN 31502-0809(R).

3. **SCHEDULE "A"**

   Schedule "A" forms part of this by-law.

4. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 21st day of September, 2026.

_____

MAYOR – MATTHEW SHOEMAKER

_____

CITY CLERK – RACHEL TYCZINSKI

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Schedule "A"

Province of Ontario

Document General

Form 4 - Land Registration Reform Act

D

FOR OFFICE USE ONLY

(1) Registry [X] Land Titles [ ]

(2) Page 1 of 1 pages

(3) Property Identifier(s) Block: 31502 - 0809 (R) Property: Additional: See Schedule [ ]

(4) Nature of Document: QUIT CLAIM - NON-TRANSFER

(5) Consideration: ONE---------- Dollars $ 1.00

(6) Description: PT LT 18 RCP H724 ST. MARY'S PT 2 1R3709 SAVE AND EXCEPT PT 1 1R9475; CITY OF SAULT STE. MARIE

New Property Identifiers — Additional: See Schedule [ ]

Executions — Additional: See Schedule [ ]

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch [ ] (b) Schedule for: Description [X] Additional Parties [ ] Others [X]

(8) This Document provides as follows:

1. This Quit Claim is necessary for the purpose of correcting title to the lands and premises described as PT LT 18 RCP H724 ST. MARY'S PT 2 1R3709 SAVE AND EXCEPT PT 1 1R9475; CITY OF SAULT STE MARIE.

2. The Corporation of the City of Sault Ste. Marie's interest is limited to Part 1 1R9475.

3. The Corporation of the City of Sault Ste. Marie has no further ownership interest in the remainder of Part 2 1R3709.

4. This Quit Claim is necessary to correct the ownership interest of the lands and premises described as PT LT 18 RCP H724 ST. MARY'S PT 2 1R3709 SAVE AND EXCEPT PT 1 1R9475; CITY OF SAULT STE MARIE.

Continued on Schedule [ ]

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D
The Corporation of the City of Sault Ste. Marie		
	Per:	

(11) Address for Service: 99 Foster Drive, Sault Ste. Marie ON P6A 5X6

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D

(13) Address for Service

(14) Municipal Address of Property: 201 South Market Street, Sault Ste. Marie ON P6A 6E6

(15) Document Prepared by: Carlo V. Spadafora, Spadafora Johnson Lepore LLP, 202-747 Queen Street East, Sault Ste. Marie, ON P6A 2A8

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-147

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Great Lakes and St. Lawrence Cities Initiative Local Blue Economy Growth Fund (LBEG Fund) for the End-to-End Microplastic Isolation and Quantum Detection Pilot Funding Agreement.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated September 21, 2026 between the City and Great Lakes and St. Lawrence Cities Initiative Local Blue Economy Growth Fund (LBEG Fund), a copy of which is attached as Schedule “A” hereto. This Agreement is for the End-to-End Microplastic Isolation and Quantum Detection Pilot Funding Agreement.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 21st day of September, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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GREAT LAKES AND ST. LAWRENCE CITIES INITIATIVE / ALLIANCE DES VILLES DES GRANDS LACS ET DU SAINT-LAURENT
FUNDING AGREEMENT

Project No.: 20260619-001-004

Project Name: End-to-End Microplastic Isolation and Quantum Detection Pilot

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BETWEEN:

GREAT LAKES AND ST. LAWRENCE CITIES INITIATIVE / ALLIANCE DES VILLES DES GRANDS LACS ET DU SAINT-LAURENT

(the **"Cities Initiative**")

AND

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the **"Recipient**")

WHEREAS the Cities Initiative administers the Local Blue Economy Growth Fund, which provides the authority to enter into this Agreement;

WHEREAS the Recipient is eligible and has the capacity to carry out the Project;

WHEREAS the Recipient shall not generate profit as a direct result of the Project directly supported by this Agreement;

WHEREAS the Cities Initiative has agreed to provide funding to the Recipient for the purposes of carrying out the project;

WHEREAS the financial payment to the Recipient shall not directly result in the Cities Initiative acquiring a good or service from the Recipient; and

AND WHEREAS this Agreement is the instrument under which the Cities Initiative contribution shall be made;

NOW THEREFORE, the Parties agree as follows:

1.0 DEFINITIONS

In the Agreement, the following terms will have the following meanings:

"Agreement" means this document, along with the Schedules in the following list, which together form the entire Agreement between the Cities Initiative and the Recipient, superseding all previous Agreements, documents, representations, negotiations, understandings and undertakings related to its subject matter. The Recipient acknowledges having read the Agreement and agrees with the contents.

- Schedule A – General Terms and Conditions
- Schedule B – Project Description and Workplan
- Schedule C – Performance Measures and Targets
- Schedule D – Project Budget and Cash Flow
- Schedule E – Payment Schedule
- Schedule F – Communications Protocol

"Agreement End Date" means the date at which all projects must be completed and final report submitted as defined in Section 2.0.

"Budget" means the budget attached to the Agreement as Schedule D.

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Cities Initiative Contribution" means the contribution referred to in Section 5.0(a).

"Effective Date" means the date set out at in Section 2.0.

"Eligible Expenditure" means an expenditure incurred by the Recipient between the Effective Date and the Agreement End Date, according to Section 6.0 and the terms and conditions set out in Schedule A.

"Event of Default" has the meaning ascribed to it in sub-section A8.1 in Schedule A.

"Expiry Date" means 30 days following the Agreement End Date.

"Funding Year" means:

(a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following December 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on January 1 following the end of the previous Funding Year and ending on the following December 31 or the Expiry Date, whichever is first.

"Funds" means the money the Cities Initiative provides to the Recipient pursuant to the Agreement.

"In Kind Contribution" means the cash-equivalent contribution in the form of a useful and valuable good, service, or other support provided to the Project, for which no cash is exchanged but that is essential to the Project and that would have to be purchased on the open market, or through negotiation with the provider, if it were not provided.

"Indemnified Parties" means the Cities Initiative, its officers, servants, employees, and agents.

"Loss" means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to Section A8.0 in Schedule A and includes any such period or periods of time by which the Cities Initiative extends that time.

"Parties" means the Cities Initiative and the Recipient.

"Party" means either the Cities Initiative or the Recipient.

"Proceeding" means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

"Project" means the undertaking described in Schedule B.

"Project Event" means any event being held by the Recipient to announce the Project, the receipt

of funding under the Project, a major milestone of the Project, or results of the Project.

"Total Contribution" means the total value of the cash and in-kind contributions from all sources secured for expenditures related to the Project.

2.0 DURATION

This agreement comes into effect on the date of the last signature ("Effective Date") and ends on December 31, 2027 ("Agreement End Date") unless this Agreement is terminated earlier in accordance with the terms of the Agreement. The project shall be completed by the Agreement End Date and all funds distributed by the Expiry Date.

3.0 PURPOSE AND EXPECTED RESULTS

The purpose of this Agreement is to establish the terms and conditions for the provision of Funds by the Cities Initiative to the Recipient. Funds shall enable the Recipient to implement End-to-End Microplastic Isolation and Quantum Detection Pilot.

The project will deploy two new innovative technologies (MPDetect and AcoustiPure) to filter, detect, and monitor microplastics in stormwater to determine the effectiveness of stewardship and microplastic clean-up efforts. This Agreement supports the objectives of the Local Blue Economy Growth Fund, a program under the Cities Initiative's Economic Transformation Action Plan, with the expected result(s) of:

(a) protecting freshwater and promoting healthy lakes and rivers;
(b) reducing water pollution and improve water quality;
(c) strengthening community climate resilience; and
(d) contributing to the growth of Ontario's freshwater blue economy through the adoption of innovative water technology solutions.

4.0 ACTIVITIES, PROJECT, OR INITIATIVE BEING FUNDED

In order to achieve the expected results, the Recipient shall undertake the Project as described in Schedule B. The Funds contributed by the Cities Initiative shall support, in whole or in part, the following key project activities:

(a) Identification of monitoring locations and development of deployment plan and data collection protocols.
(b) Staff training, calibration, and deployment of AbbaTek's MPDetect and AcoustiPure technologies at St. Mary's River Water Quality Surveillance Station and at selected stormwater and nearshore monitoring sites to establish baseline microplastic contamination levels.

(c) Project showcase with Canadian Bushplane Heritage Centre.
(d) Parallel validation testing of MPDetect versus lab techniques.
(e) Continued monitoring to assess changes in microplastic concentrations and evaluation of dual-technology system performance in municipal applications.
(f) Project data analysis to map specific polymer types (PET, PE, PP, PS) against specific municipal outfalls.
(g) Synthesis of the baseline data, system capacity results, and polymer maps into a comprehensive final technical report, recommendations, presentations, and knowledge-sharing materials.

Schedule B describes the Project activities in more detail.

5.0 MAXIMUM AMOUNT OF CONTRIBUTION

(a) The Cities Initiative agrees, subject to the terms and conditions of this agreement, to contribute Funds towards the Eligible Expenditures set out in this Agreement incurred by the Recipient to undertake the Project up to a maximum amount of $49,998.00 cash.

(b) The Total Contributions (cash and in-kind) secured or provided by the Recipient for the Project is $40,600.00.

(c) The Cities Initiative cash contribution shall be based on the agreed upon cashflow requirements, as set out in Schedule D, and the maximum amounts to be available for each Fiscal Period are as follows:

- For the Fiscal Period 2026-2027 in the amount of $39,000.00.
- For the Fiscal Period 2027-2028 in the amount of $10,998.00.

The maximum amounts available for each Fiscal Period shall be confirmed or amended by both the Cities Initiative and the Recipient upon review of updated cashflow requirements, as set out in Schedule D.

(d) The Recipient shall immediately advise the Cities Initiative if any amount of the Cities Initiative Contribution provided will not be (or has not been) spent as indicated in Schedule D. The Cities Initiative will determine the appropriate follow-up actions required, which may include amending the Agreement and/or requiring a repayment to the Cities Initiative. If the Cities Initiative is advised at or subsequent to the Agreement End Date, then the Recipient shall be required to repay to the Cities Initiative the balance within 30 days following the Agreement End Date.

6.0 ELIGIBLE EXPENDITURES

(a) The following shall be Eligible Expenditures, if directly incurred for the purposes of the Project and if the terms and conditions set out in the Agreement are met by the Recipient to the satisfaction of the Cities Initiative:

- Technology and equipment costs
- Professional and contracted services
- Staffing and personnel costs (up to 10% of total Funds contributed)
- Materials and supplies, including printing and promotional materials
- Honoraria for Indigenous Elders or community knowledge holders

(b) Expenditures, other than those herein allowed, are ineligible unless specifically approved in writing by the Cities Initiative prior to the time the expenditures are incurred.

(c) For clarity, the following is a non-exhaustive list of costs for which the Cities Initiative will not provide any Funds, unless specifically stated otherwise in the Agreement:

- Costs incurred prior to the Effective Date
- Costs incurred after the Agreement End Date
- Overhead and core administrative costs (e.g., rent)
- Insurance
- Capital expenses related to the purchase, construction, or betterment of tangible capital assets for use in the organization's operation on a continuous basis
- Land securement
- Clothing
- Appreciation gifts
- Honoraria other than for Indigenous Elders or community knowledge holders
- Refundable portions of the harmonized sales tax (HST)
- Legal costs (including but not limited to litigation)

7.0 USE OF FUNDS TO CARRY OUT THE PROJECT

The Recipient will do all of the following:

(a) carry out the Project in accordance with the Agreement;

(b) use the Funds only for the purpose of carrying out the Project;

(c) spend the Funds only in accordance with the Budget;

(d) not use the funds to cover any cost that has been or will be funded or reimbursed (including taxes) by one or more of any third party.

7.1 PROJECT OVER BUDGET

The Recipient acknowledges that subject to sub-section D2.1(a) in Schedule D, should Project expenses exceed the amount of the Funds allocated per expense line in the Budget, the Cities Initiative is not responsible for any additional funding, and the Recipient undertakes to incur all further costs necessary to complete the Project.

7.2 CASH FLOW MANAGEMENT

In order to more accurately reflect the Recipient's anticipated cash flow needs (as conveyed to the Cities Initiative), the Cities Initiative may delay or divide any instalment of the Funds set out in Section E. If the instalment amount is so delayed or divided by the Cities Initiative, the Recipient may request another payment by providing Notice to the Cities Initiative including a cash flow forecast until the next Report is due and confirmation of the amount of the Funds already spent to date. The Cities Initiative may provide another payment based on the information so provided.

7.3 BUDGET FLEXIBILITY

Despite Section 7.0(c), the Recipient may apply limited Budget flexibility as described in sub-section D2.1(a) of Schedule D.

7.4 VERIFICATION

The Cities Initiative may delay payment of any instalment of the Funds set out in the Payment Schedule (Schedule E) until the Cities Initiative is satisfied with any supporting documentation requested and received to verify information provided through Reports or other reports.

8.0 BASIS AND METHOD OF PAYMENT

(a) **Basis of Payment**: Within the limits of Section 5.0 of the Agreement, and upon receipt and acceptance of any required reports and/or forms under this Agreement, and in accordance with the Cities Initiative's policies and the applicable laws relating to financial administration, as amended from time to time, the Cities Initiative agrees to pay the Recipient up to the maximum amount specified in Section 5.0(a).

(b) **Method of Payment**: The Recipient is eligible to receive payments for the Cities Initiative's Contribution stated in Section 5.0(d) as per the payment plan outlined in Schedule E. Payment will be issued via Electronic Funds Transfer.

(c) **Final Payment**: During the final Fiscal Period for Projects, the Cities Initiative will withhold a minimum of ten (10) per cent of the total Cities Initiative Contribution. The Cities Initiative will issue the final payment to reimburse the unpaid balance of Eligible Expenditures upon receipt and acceptance by the Cities Initiative of the final report(s) required by Section 9.0.

9.0 REPORTING

The Recipient will:

(a) submit to the Cities Initiative via the method set out in Section 10.0:

i. all Reports in accordance with the timelines and content requirements set out in sub-section 9.1;

ii. any other reports in accordance with any timelines and content requirements the Cities Initiative may specify from time to time;

(b) ensure that all Reports are:

i. completed to the satisfaction of the Cities Initiative; and

ii. signed by an authorized signing authority of the Recipient.

9.1 REPORT DESCRIPTION

(a) **Interim Progress Report**: The Recipient shall provide an interim progress report on the Project and progress made in achieving the results as set out in Sections 3.0 and 4.0 by the date set out in sub-section 9.3. The Interim Progress Report will set out:

i. actions undertaken in carrying out the Project from the Effective Date to the date of the report, including key milestones achieved, with reference to Sections 3.0 and 4.0;

ii. any variances from the timelines, the reasons for such variances, and the strategy used to correct the variances;

iii. a description of the procurement processes followed by the Recipient to acquire the goods, services, and any other expenses on which Funds were spent that were required to carry out the Project;

iv. an interim accounting of all Project expenditures to date by expense line as shown in the Budget and Cash Flow in Schedule D, signed by the Chief Financial Officer or equivalent, confirming actual Project expenditures and providing an explanation for any variances from the Budget or Cash Flow;

v. an accounting of any other funding received for the Project, the identification of the funding organization (including the Recipient), the amount, and the specified aspect of the Project that the additional funding is supporting, as well as a statement confirming that there is no overlap of funding from the Cities Initiative and any other third-party organization;

vi. for any staff position covered in whole or in part by some of the Funds, confirmation of the time spent by the staff person on the Project;

vii. a statement signed by the signing authority confirming that the Recipient is in compliance with the terms and conditions of the Agreement except as disclosed in the Interim Progress Report.

(b) **Final Report**: The Final Report is due no later than 11:59 PM ET December 31, 2027. The Final Report will set out:

i. actions undertaken in carrying out the Project from the Effective Date to the date of the report, including key milestones achieved, with reference to Sections 3.0 and 4.0;

ii. a description of to what extent the performance targets listed in Schedule C were met, what that indicates about the Recipient's success in meeting the Project objective(s) identified in Section 4.0, and lessons learned;

iii. a summary of the technical findings and outcomes of the data analysis completed as part of the Project, including but not limited to recommendations for future application and scalability to other regions;

iv. a description of the procurement processes followed by the Recipient to acquire the goods, services, and any other expenses on which Funds were spent that were required to carry out the Project;

v. any variance from the timelines, the reason for such variances, and the strategy used to correct them;

vi. an accounting of any other funding received for the Project, the identification of the funding organization (including the Recipient), the amount, and the specified aspect of the Project that the additional funding is supporting, as well as a statement confirming that there is no overlap of funding from the Cities Initiative and any other third-party organization;

vii. for any staff position covered in whole or in part by some of the Funds, confirmation of the time spent by the staff person on the Project;

viii. an accounting of any unspent Funds and an explanation as to why there are remaining funds;

ix. a summary of all communications and communications activities (including but not limited to signage, social media posts, and events) undertaken to promote and/or build awareness of the Project, as well as dates and copies of news releases issued in accordance with Section 11.0;

x. a statement signed by the signing authority confirming that the Recipient is in compliance with the terms and conditions of the Agreement except as disclosed in the Final Report.

(c) **Public-facing Project Reports**: The Recipient will produce two (2) public-facing project reports, to be shared via social media, the Recipient's website, newsletter or other online platform, that showcases the following activities and/or outcomes:

i. Deployment of the two innovative technologies (MPDetect and AcoustiPure) and their expected outcomes.

ii. The results of the pilot project.

(d) **Other Reports**: The Cities Initiative will specify the timing and content of any other Reports as may be necessary.

(e) **Supporting Documentation and Information**: For clarity, the Cities Initiative may request supporting documentation and other information from the Recipient as part of the Reports submitted as described in this Section.

9.2 SITE VISITS

The Cities Initiative or any authorized representative may, at the Cities Initiative's expense, upon seventy-two (72) hours' Notice to the Recipient, conduct one or more site visits during normal business hours to one or more locations where Project activities are taking place, to review the progress of the Project. The Recipient agrees

to arrange and facilitate virtual site visits in lieu of in-person site visits should the Cities Initiative so request.

9.3 REPORTING DUE DATES AND SUBMISSION METHOD

(a) **Interim Progress Report**: The due date for the Interim Progress Report is 11:59 PM ET March 31, 2027.

(b) **Final Report**: The Final Report is due on or before 11:59 PM ET December 31, 2027.

(c) **Submission Method**: When reporting to the Cities Initiative, the Recipient will use the templates provided by the Cities Initiative and submit via the method specified in Section 10.0.

Except as noted below, if the due date of any Report falls on a non-Business Day, the due date is deemed to be the next Business Day.

For any Report due on December 31 in a year when December 31 is not on a Business Day, the due date of such report is deemed to be the Business Day immediately prior to December 31.

10.0 CORRESPONDENCE

(a) Any notice, report submission, or other formal correspondence between the Parties shall be sent via email to lbegf@glslcities.org and addressed to Calantha Elsby, Ontario Program Manager.

(b) If such notice or other formal communication is delivered in person, it shall be deemed to have been received on the date of delivery. If such notice is sent by email, it shall be deemed to be received as of the date of the transmission.

11.0 COMMUNICATIONS

(a) **Disclosure:** The Recipient shall not publicly disclose being notified of a successful application for the Funds, negotiating, drafting or entering into the Agreement, or receiving the Funds until permitted by the Cities Initiative. For clarity, after the Cities Initiative has (a) made a public announcement concerning the Funds and/or the Agreement, or (b) provided permission that the Recipient may publicly disclose being notified of a successful application for the Funds and the Recipient has made a public announcement, no further permissions are required from the Cities Initiative for subsequent Recipient disclosures except as described in Section 11.0(d) and Schedule F.

(b) **Recognition of the Cities Initiative Contribution**: Unless the Cities Initiative directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

i. acknowledge the support of the Cities Initiative and the Local Blue Economy Growth Fund for the Project;

ii. ensure that any acknowledgement is in a form and manner indicated in Schedule F Section F3.0(d) and Schedule A Section A19.0; and

iii. indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Cities Initiative.

(c) **Other communications activities and products**: Other communications activities, including joint initiatives between the Parties, shall be delivered in accordance with the Communications Protocol in Schedule F.

(d) **News release**: The Recipient will acknowledge the support of the Cities Initiative, the Local Blue Economy Growth Fund, and the Province of Ontario for the Project by issuing a minimum of one (1) news release through a third-party platform (social or traditional media) as permitted by the Cities Initiative. At least twenty (20) business days in advance of publication (or lesser time if agreed to by the Cities Initiative), the Recipient will provide a draft of the news release to the Cities Initiative for review and comment to ensure compliance with the Agreement. In particular, the Recipient will ensure that in drafting the news release, the Recipient will ensure compliance with Section A14.0 (Independent Parties) of Schedule A to the Agreement.

(e) **Social media:** For digital communications that the Recipient posts on social media about the Cities Initiative's support of the Project, the Recipient will tag the Cities Initiative where appropriate. The Recipient may contact the Cities Initiative to request support by the Cities Initiative for its social media communications (e.g., sharing or reposting).

(f) **Use of the Local Blue Economy Growth Fund or Cities Initiative logo**: The Recipient may only use the Local Blue Economy Growth Fund or Cities Initiative logos by requesting and obtaining written approval from the Cities Initiative. The placement of the logo on the Recipient's materials will clearly identify the Cities Initiative as a funder, funding supporter or sponsor, and not as a partner or similar.

(g) **Use of Ontario logo.** The Recipient may only use the Ontario logo by requesting and obtaining written approval from the Province via the Cities Initiative. The placement of the logo on the Recipient's materials will clearly identify the Government of Ontario as a funder, funding supporter or sponsor, and not as a partner or similar.

(h) **Project Events:** The Recipient will notify the Cities Initiative of any planned Project Events at least 45 days prior to the Project Event (or lesser time if agreed to by the Cities Initiative) and, at that time, will extend an invitation to a representative of the Cities Initiative to attend the Project Event at the Cities Initiative's expense. The Recipient acknowledges that the Cities Initiative reserves the right to decline any invitation.

12.0 SIGNATURES

The Parties have executed the Agreement on the dates set out below.

GREAT LAKES AND ST. LAWRENCE CITIES INITIATIVE / ALLIANCE DES VILLES DES GRANDS LACS ET DU SAINT-LAURENT

_____	_____
Date	Name: Phillipe Murphy-Rheaume Title: Chief Operations Officer and Canada Managing Director

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____	_____
Date	Name: Matthew Shoemaker Title: Mayor
_____	_____
Date	Name: Rachel Tyczinski Title: City Clerk

I have authority to bind the Recipient.

SCHEDULE A: GENERAL TERMS AND CONDITIONS

A1.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A1.1 **General.** The Recipient represents, warrants, and covenants that:

(a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;

(b) it is, and will continue to be, a member in good standing of the Cities Initiative as of the date of this Agreement until the Agreement End Date;

(c) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

(d) it has and will continue to have for the term of the Agreement, adequate financial resources to cover normal operating expenses and be a going concern;

(e) it has, and will continue to have, the appropriate people, processes, and tools in place to ensure that information technology-related work is carried out securely, particularly with respect to the provisions of services online and the collection and storage of sensitive personal data;

(f) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and

(g) unless otherwise provided for in the Agreement, any information the Recipient provided to the Cities Initiative in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A1.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

(a) the full power and capacity to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement.

A2.0 PERSONS NOT TO BENEFIT AND LOBBYISTS

The Recipient warrants that:

(a) no bribe, gift, or other inducement has been paid, given, promised or offered to any person for, or with a view to, the obtaining of this Agreement by the Recipient;

(b) it has not employed any person to solicit or secure this Agreement upon any Agreement for commission, percentage, brokerage or contingent fee; and,

(c) it and any person lobbying on its behalf to obtain the contribution under this Agreement or any benefit hereto related and who is required to be registered pursuant to the Lobbying Act, is registered pursuant to that Act.

A3.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A3.1 **Acquisition**. If the Recipient acquires goods, services or any other expense items identified in the Budget Table in section D1.0 of Schedule D with the Funds, it will do so through a process that promotes the best value for money in accordance with the principles of the procurement directive issued under the *Broader Public Sector Accountability Act, 2010 (Ontario)*.

A3.2 **Disposal.** The Recipient will not, without the Cities Initiative's and the Province of Ontario's prior consent, sell, lease, change, or otherwise dispose of:

(a) any asset purchased or created in whole with the Funds, the cost of which was a minimum of $1,000.00 (before tax);

(b) any asset purchased or created in part with the Funds, where the Funds totaled $1,000.00 to $25,000.00 (inclusive, before tax) and covered a minimum of 40% of the total cost of the asset; or

(c) any asset purchased or created in part with the Funds, where the Funds exceeded $25,000.00 (before tax).

A4.0 CONFLICT OF INTEREST

A4.1 **Conflict of Interest Includes.** For the purposes of Section A4.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased,

and impartial judgment relating to the Project, the use of the Funds, or both.

A4.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

(a) the Recipient:

i. provides Notice to the Cities Initiative disclosing the details of the actual, potential, or perceived conflict of interest; and

ii. requests the consent of the Cities Initiative to carry out the Project with an actual, potential, or perceived conflict of interest;

(b) the Cities Initiative provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and

(c) the Recipient complies with any terms and conditions the Cities Initiative may prescribe in its consent.

A5.0 LIABILITY

The Recipient shall indemnify and save harmless the Cities Initiative, its officers, servants, employees, and agents from and against all liability, loss, damages, costs and expenses, including reasonable solicitor/client fees, administrative fees and disbursements, and from all claims, demands, actions, or any other proceeding whatsoever and by whomever made, for personal injury, death, environmental effect or property damage, arising directly or indirectly and whether by reason of anything done or omitted to be done, as a result of negligence or otherwise, from the performance or any default or delay in performance of the Recipient's obligations under this Agreement.

The Cities Initiative shall not be liable for any loan, capital lease or other long-term obligation in relation to the Project for which the contribution is provided.

A6.0 INSURANCE

A6.1 **Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule B per occurrence, which commercial general liability insurance policy will include the following:

(a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) at least 30 days' written notice of cancellation.

A6.2 **Proof of Insurance.** The Recipient will:

(a) provide to the Cities Initiative, either:

i. certificates of insurance that confirm the insurance coverage required by section A6.1; or

ii. other proof that confirms the insurance coverage required by section A6.1; and

(b) in the event of a Proceeding, and upon the Cities Initiative's request, the Recipient will provide to the Cities Initiative a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A7.0 TERMINATION ON NOTICE

A7.1 **Termination on Notice.** The Cities Initiative may terminate the Agreement at any time without liability, penalty, or costs upon giving sixty (60) days' Notice to the Recipient.

A7.2 **Consequences of Termination on Notice by the Cities Initiative.** Subject to the maximum amount of the Cities Initiative Contribution under Section 5 of this Agreement and any limits on Eligible Expenditures imposed within the termination notice, the Cities Initiative shall reimburse the Recipient for any Eligible Expenditures incurred and claimed to the effective date of the notice of termination. The funding obligations of the Cities Initiative shall cease as of the effective date of termination.

A8.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A8.1 **Events of Default.** The Cities Initiative may declare a default under this Agreement if any of the following events occur:

(a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors, ceases to actively carry on a business or is subject to an order made or resolution passed for the winding-up of the operations of the Recipient;

(b) the Recipient has submitted false or misleading information to the Cities Initiative or has made a false or misleading representation in respect of any matter related to this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to the Cities Initiative's satisfaction;

(c) the Cities Initiative, at its discretion concludes, pursuant to a review of any of the financial reports submitted pursuant to Section 9.0, that a material discrepancy exists between the actual revenues and expenditures incurred by the Recipient to date and the forecast amounts set out in Schedule D or between the results attained by the Recipient to date and those that could reasonably be expected to have been attained at that point in time;

(d) the Recipient is no longer eligible under the eligibility requirements of the Local Blue Economy Growth Fund;

(e) the Recipient fails to complete the Project on the terms and conditions herein; and/or

(f) the Recipient fails to perform or comply with any term, condition, or other obligation contained in this Agreement for which it has responsibility.

A8.2 **Remedies.** If an Event of Default occurs, the Cities Initiative may, at any time, take one or more of the following actions:

(a) initiate any action the Cities Initiative considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Cities Initiative determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel further instalments of Funds;

(f) require the Recipient to repay all or part of the Cities Initiative Contribution

disbursed;

(g) upon giving notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Cities Initiative.

The fact that the Cities Initiative refrains from exercising a remedy or any right herein shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right by the Cities Initiative shall not prevent the Cities Initiative in any way from later exercising any other remedy or right under this Agreement or other applicable law.

A8.3 **Opportunity to Remedy.** If, pursuant to sub-section A8.2(b), the Cities Initiative provides the Recipient with an opportunity to remedy the Event of Default, the Cities Initiative will give Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

A8.4 **Recipient not Remedying.** If the Cities Initiative provides the Recipient with an opportunity to remedy the Event of Default pursuant to sub-section A8.2(b), and:

(a) the Recipient does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to the Cities Initiative that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Cities Initiative,

the Cities Initiative may extend the Notice Period or initiate any one or more of the actions provided for in sub-sections A8.2(a), (c), (d), (e), (f), and (g).

A8.5 **When Termination Effective.** Termination under Section A8.0 will take effect as provided for in the Notice.

A9.0 FUNDS AT THE END OF A FUNDING YEAR

Without limiting any rights of the Cities Initiative under Section A8.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget Table (Schedule D), the Cities Initiative may take one or both of the following actions:

(a) demand from the Recipient payment of the unspent Funds;

(b) adjust the amount of any further instalments of Funds accordingly.

A10.0 FUNDS UPON EXPIRY

Upon expiry of the Agreement, the Recipient will pay to the Cities Initiative any Funds remaining in its possession, under its control, or both.

A11.0 DEBT DUE AND PAYMENT

A11.1 **Payment of Overpayment.** If at any time the Cities Initiative provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Cities Initiative may:

(a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

(b) demand that the Recipient pay to the Cities Initiative an amount equal to the excess Funds.

A11.2 **Debt Due.** If, pursuant to the Agreement:

(a) the Cities Initiative demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or

(b) the Recipient owes to the Cities Initiative any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Cities Initiative has demanded their payment,

such amounts will be deemed to be debts due and owing to the Cities Initiative by the Recipient, and the Recipient will pay the amounts to the Cities Initiative immediately, unless the Cities Initiative directs otherwise.

A11.3 **Payment of Money.** The Recipient will pay any money owing to the Cities Initiative by cheque payable to the "Great Lakes and St. Lawrence Cities Initiative/Alliance des Villes des Grands Lacs et du Saint-Laurent" and delivered to the Cities Initiative at the address set out in Schedule B.

A12.0 NOTICE

A12.1 **Notice in Writing and Addressed.** Notice will be:

(a) in writing;

(b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and

(c) addressed to the Cities Initiative or the Recipient as set out in Schedule B, or as either Party later designates to the other by Notice.

A12.2 **Notice Given.** Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five (5) Business Days after the Notice is mailed; or

(b) in the case of fax, one (1) Business Day after the Notice is delivered; and

(c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A12.3 **Postal Disruption.** Despite sub-section A12.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A13.0 WAIVER

A13.1 **Condonation not a waiver**. Failure or delay by either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A13.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A14.0 INDEPENDENT PARTIES

The Recipient is not an agent, joint venturer, partner, or employee of the Cities Initiative, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A15.0 ASSIGNMENT OF AGREEMENT OR FUNDS

The Recipient will not, without the prior written consent of the Cities Initiative, assign any of its rights or obligations under the Agreement.

A16.0 RECORDS

A16.1 **Record Keeping**. The Recipient agrees to keep proper accounts and records of the revenues and expenditures for the subject matter of the Agreement, including all invoices, receipts and vouchers relating thereto for a period of six years after the expiration or early termination of the Agreement.

A16.2 **Access to Records and Information**. Subject to applicable access and privacy legislation and case law, the Recipient shall allow representatives of the Cities Initiative to have access to any records, information, databases, audit and evaluation reports and such information that may be in any way relative to the Project, as the Cities Initiative may request during the life of the Agreement or within six years after its early termination or expiration.

A17.0 CONSENT TO DISCLOSURE

The Recipient consents to the public disclosure by the Cities Initiative of any information provided under this Agreement, including without limitation information which relates to activities and objectives which are the subject of this Agreement, except where such information would not be disclosed pursuant to Section 20 of the *Access to Information Act R.S.C. 1985, c. A-1*. It is expressly agreed that the Cities Initiative may disclose, among other information, the following elements of information:

- Name of the Recipient;
- Maximum amount of the contribution;
- Purpose of the Agreement;
- Activities to be undertaken under the Agreement;
- Duration of the Agreement; and
- Analysis, audit and evaluation reports relating to the Project performed by either of the Parties.

A18.0 INTELLECTUAL PROPERTY RIGHTS

"Intellectual Property Rights" means any and all intellectual property rights recognized by law, including but not limited to intellectual property rights protected through legislation.

(a) Any Intellectual Property Rights created by the Recipient in association with

the Project shall vest in and remain the property of the Recipient.

(b) The Recipient hereby grants to the Cities Initiative a non-exclusive, unconditional, irrevocable, perpetual, worldwide, royalty-free right to exercise all Intellectual Property Rights that vest in the Recipient under Section A18.0(a), for any public purpose except commercial exploitation in competition with the Recipient. The Cities Initiative's license includes the right to use, produce, publish, translate, reproduce, adapt, modify, disclose, share, distribute, and broadcast the intellectual property.

(c) The Recipient shall further be responsible for providing to the Cities Initiative upon request, a written permanent waiver of moral rights (as this term is defined in the *Copyright Act, R.S.C., 1985, c. C-42*), from every author that contributes to the intellectual property which is subject to copyright protection.

A19.0 DISCLAIMER

The Recipient shall include the following disclaimer in any public information releases, advertising, promotional announcements, activities, speeches, lectures, interviews, ceremonies and web sites when the Recipient expresses a view or opinion specifically relating or referring to the Project.

"The views expressed herein are solely those of the City of Sault Ste. Marie."

« Les opinions exprimées dans ce document sont celles de la Ville de Sault-Sainte-Marie. »

A20.0 SEVERABILITY OF PROVISIONS

A20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A21.0 ACCESSIBILITY AND INCLUSION

A21.2 **Accessibility.** As the Funds are being provided to the Recipient for a public purpose and are public funds, in using the Funds for the Project, the Recipient should consider the accessibility needs of persons with disabilities in order to support people of all abilities having equitable and barrier-free access to programs and services funded by the Cities Initiative. The Recipient will use best efforts to accommodate these needs when designing and undertaking the Project.

A21.3 **Inclusion.** As the Funds are being provided to the Recipient for a public purpose and

are public funds, in using the Funds for the Project, the Recipient should consider the concept of inclusion, recognizing, welcoming and making space for diversity, to support all persons accessing programs and services funded by the Cities Initiative. The Recipient will use best efforts to incorporate inclusion into the Project.

A22.0 ENVIRONMENTAL INITIATIVES

A22.1 **Meetings.** As the Funds are being provided to the Recipient for a public purpose and are public funds, in using the Funds for meetings, the Recipient will make best efforts to hold virtual meetings instead of requiring attendees to travel to meetings in person.

A22.2 **Printing.** As the Funds are being provided to the Recipient for a public purpose and are public funds, in using the Funds for printing, the Recipient will make best efforts to:

(a) minimize the need to print documents by scanning and e-mailing documents that might otherwise be printed;

(b) print or copy double-sided and in black and white when printing or copying is necessary; and

(c) purchase paper from environmentally responsible sources.

A23.0 PERSONAL INFORMATION AND PARTICIPATION BY MINORS

A23.1 **Permissions.** The Recipient represents, warrants and covenants that it has or will receive permission to disclose the personal information of all individuals whose personal information is disclosed in the Agreement or during the Project, Reports or other reports, and, in the case of minors, the legal guardian or parent has provided such permission on behalf of the minor.

A23.2 **Consent of Legal Guardian.** The Recipient acknowledges that it is the responsibility of the Recipient to obtain express written consent from the legal guardian of any minors who are involved in any way with the Project.

A22.0 SURVIVAL OF TERMS

All representations and obligations contained in this Agreement on the part of each of the Parties expressly or by nature shall survive the early termination or the expiration of this Agreement until they are satisfied or until they expire by nature.

The following sections and sub-sections shall survive the termination of this Agreement:

- 1.0, 7.1, 8.0(c), 9.0, 11.0(f),

- A1.1(a), A3.2, A4.0, A5.0, A8.0, A9.0, A11.2, A12.0, A16.0, A18.0, A20.0, and A23.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE B: PROJECT DESCRIPTION AND WORKPLAN

B1.0 PROJECT SPECIFIC INFORMATION

Maximum Funds	$49,998.00
Expiry Date	30 days after the Final Report due date in sub-section 9.1(d).
Insurance	$ 2,000,000.00
Contact information for the purposes of Notice to the Cities Initiative	Great Lakes and St. Lawrence Cities Initiative / Alliance des Villes des Grand Lacs et du Saint-Laurent 5140 Yonge Street, Suite 1510 Toronto, Ontario M2N 6L7 Attention: Calantha Elsby, Ontario Program Manager Email: lbegf@glslcities.org Telephone: 519-831-5422
Contact information for the purposes of Notice to the Recipient	Attention: Emily Cormier Position: Sustainability Coordinator Email: e.cormier2@cityssm.on.ca Telephone: 705-989-8748
Contact information for the senior financial person in the Recipient organization to respond as required to requests from the Cities Initiative related to the Agreement	Name: Travis Anderson Position: Director Tourism and Community Development Email: t.anderson@cityssm.on.ca Telephone: 705-759-5348
Recipient's Canada Revenue Agency Business Number	122023120

B2.0 PROJECT DESCRIPTION

The City of Sault Ste. Marie, in partnership with AbbaTek, Algoma University, and the Sault Ste Marie Innovation Centre proposes to undertake a pilot project to deploy and evaluate the use of AbbaTek's dual-technology solution for microplastics management. The 1st technology is MPDetect, an innovative microplastic detection and monitoring system designed for municipal stormwater environments. The 2nd technology solution by AbbaTek is the AcoustiPure, a smart technology that can filter microplastics from turbid water. Using MPDetect, the City will be able to determine the effectiveness of plastic clean up efforts by other technologies, like AcoustiPure, and by local stewardship efforts. The combination of these technologies offers a first-of-it's kind end-to-end microplastic isolation and detection solution designed within municipal stormwater infrastructure.

Microplastic pollution is an emerging threat to freshwater ecosystems across the Great Lakes region. Urban runoff, stormwater discharge, and wastewater overflows contribute significant quantities of microplastic contaminants into rivers and lakes. However, municipalities lack the tools to monitor this pollution in real-time. Traditional sensors suffer from severe membrane fouling in turbid environments, and laboratory testing is too slow and costly for scalable municipal use.

This project will pilot MPDetect and AcoustiPure within selected municipal stormwater and surface water locations in Sault Ste. Marie to assess the system's effectiveness in identifying, filtering, monitoring, and characterizing microplastic contamination pathways. The pilot will generate valuable baseline data regarding contaminant movement and concentrations while demonstrating the practical application of advanced environmental sensing technologies for freshwater protection. This pilot will also determine priority areas for further pollution remediation with AcoustiPure, clean up efforts, or the deployment of new solutions.

The project aligns directly with the Local Blue Economy Growth Fund priorities related to pollution capture and contaminant removal, as well as smart and innovative technology solutions for stormwater management. By combining environmental monitoring with data-driven decision-making tools, the project aims to support more resilient municipal water management practices while advancing Ontario's freshwater innovation economy.
AbbaTek will lead the technical deployment, calibration, and operation of the MPDetect prototype system. The City of Sault Ste. Marie will provide municipal coordination, site access, pollution remediation support, operational support, and integration with existing stormwater management priorities. Algoma University will support operations through the St Mary's River Surveillance Station, and contribute research, student participation, and environmental data analysis. The SSMIC will contribute expertise in community-based innovation, project monitoring, and knowledge mobilization.

The pilot project will include:

- Building capacity for local water quality monitoring through training
- Identification and selection of priority monitoring locations

- Deployment and operation of MPDetect and AcoustiPure monitoring and filtration units
- Collection and analysis of microplastic contamination data
- Evaluation of system performance and operational feasibility
- Community outreach and education on water sustainability and pollution
- Evaluation of pollution remediation strategies
- Development of recommendations for future municipal monitoring and scaling
- Preparation of knowledge-sharing materials and final reporting

The project is expected to generate both environmental and economic benefits. Environmentally, the pilot will improve understanding of microplastic pollution pathways affecting local waterways and support evidence-based stormwater management strategies that contribute to healthier lakes and rivers. Economically, the project will help advance commercialization and validation of an Ontario-developed environmental technology solution while creating opportunities for research collaboration, student training, and future municipal innovation partnerships.

This pilot represents an important step toward building scalable freshwater monitoring solutions that can be adopted by municipalities across Ontario and the broader Great Lakes region. The project will also strengthen collaboration between municipal government, post-secondary institutions, applied research organizations, and Ontario-based clean technology innovators.

B3.0 PROJECT OBJECTIVES

- Demonstration of an innovative municipal microplastic monitoring technology
- Improved understanding of microplastic contamination within urban stormwater systems
- Collection of environmental monitoring data to support future decision-making
- Strengthened collaboration between municipal, academic, and technology partners
- Advancement of Ontario-based freshwater technology innovation and commercialization
- Validate the use of MPDetect as a long term microplastics and water quality monitoring solution
- Identify the potential for microplastics filtration using AcoustiPure

B4.0 PROJECT WORKPLAN

Activity	Description	Start	End
Project Initiation & Site Selection	Establish project governance among AbbaTek, Algoma University, and the City of Sault Ste. Marie; identify priority monitoring locations and reference	Sep 2026	Nov 2026

Activity	Description	Start	End
	historical runoff data; finalize deployment plan and data collection protocols.		
AcoustiPure System Integration & Calibration	Integrate AcoustiPure separation modules with the MPDetect optical sensor prototype. Conduct closed-loop calibration testing to ensure acoustic particle isolation prevents optical fouling.	Oct 2026	Nov 2026
MPDetect System Preparation & Training	Refine and prepare MPDetect monitoring units; train City staff, researchers, and student participants on deployment, operation, accessing cloud dashboard and data management procedures.	Nov 2026	Feb 2027
Field Deployment & Baseline Microplastic Monitoring	Install and deploy MPDetect and AcoustiPure units on St. Marys River Water Quality Surveillance Station and at selected stormwater and nearshore monitoring sites to establish baseline microplastic contamination levels prior to remediation activities. Determine the maximum daily processing volume (m^3) and acoustic separation limits under real-world municipal conditions.	Mar 2027	Jul 2027
Public Education and Community Outreach Activities	Collaborate with Canadian Bushplane Heritage Centre in support of the "2027 Water" theme and showcase educational materials on the project as they relate to protecting local public water sources.	Jun 2026	Sep 2027
Parallel Validation Testing of MPDetect vs Lab Techniques	Send water samples from same source where MPDetect is deployed to partner lab to analyze micropalstic particles using traditional methods (FTIR).	Mar 2027	Aug 2027
Post-Remediation Monitoring & Performance Evaluation	Continue monitoring following AcoustiPure and MPDetect deployment to assess changes in microplastic concentrations and evaluate the dual-technology system performance in municipal applications.	Aug 2027	Oct 2027
Data Analysis & Polymer Profiling	Analyze project data; Algoma University and SSMIC analyze the cloud-based data to map specific polymer types (PET, PE, PP, PS) against specific municipal outfalls.	Sep 2027	Nov 2027

Activity	Description	Start	End
Knowledge Mobilization & Final Reporting	Synthesize the baseline data, system capacity results, and polymer maps into a comprehensive stormwater management report for the City and LBEGF. Prepare final technical report, recommendations, presentations, and knowledge-sharing materials for municipal stakeholders, SSMIC, Canadian Bushplane Heritage Centre, and others.	Oct 2027	Dec 2027

- END OF PROJECT DESCRIPTION AND WORKPLAN -

SCHEDULE C: PERFORMANCE MEASURES

C1.0 PERFORMANCE MEASURES AND TARGETS

In carrying out the Project, the Recipient will use the following measures and aim to meet the following targets to measure its success in meeting the Project objective(s) identified in sub-section B2.1.

C1.1 CITIES INITIATIVE MEASURES

Measure	Description	Target
Pollutant load reduced (kg/year)	Estimated reduction in total suspended solids (TSS), phosphorus, nitrogen, or other key contaminants as a result of the Project.	n/a
Volume of water treated or managed (m^3/year)	Total volume of stormwater or wastewater captured, treated, reused, or diverted through the Project	Through continuous flow, we aim to capture management of Lake Superior Watershed Basin (209 530 km2)
Area treated (m^2), length of system installed (m), or number of units or technologies deployed (#)	Scale of infrastructure or technology implemented through the Project	2 technologies deployed in at least 3 different sites
Expected duration of impact or Project lifespan (years)	The long-term value of the project or systems installed and estimated number of years the Project will continue to provide environmental benefits	2-3 years
Number of organizations engaged (#)	Number of Indigenous communities, non-profits, or other organizations participating in the delivery of the Project.	6, including the City
Number of jobs created or supported (#)	Number of contractors, businesses, or staff engaged in the Project.	At least 10, including student jobs
Awareness generated about the project	# of communications outputs delivered in support of this project (e.g., news releases, social media posts, print media coverage, signage).	12 social media posts, 1 news release, 2 printed signs

C1.2 **RECIPIENT PROVIDED MEASURES**

Measure	Description	Target
Future planning and recommendations provided	# priority sites identified for future remediation	Identify ~3 more sites for future deployment
Priority Contaminant Fingerprints Captured	Successful isolation and identification of the four most critical polymer types (PET, PE, PP, and PS) using quantum optofluidics in a live municipal environment.	4 priority polymer types successfully mapped and quantified
Reports Produced	# reports produced	1 baseline data report, 1 system capacity results report, 1 map included in stormwater management report
Volume of Stormwater Optically Processed (m^3)	Total volume of raw urban runoff continuously filtered, acoustically separated, and analyzed for contaminants without system fouling.	Determine maximum daily processing volume baselines for the integrated prototype in field conditions (Current lab-based testing processes mere milliliters at a time.)
Microplastic Particles Isolated & Quantified	Total number of microplastic particles actively separated from municipal stormwater flow via AcoustiPure and positively identified by MPDetect.	Establish baseline capture rates and log continuous particle counts across the pilot duration.

- END OF PERFORMANCE MEASURES AND TARGETS -

SCHEDULE D: PROJECT BUDGET AND CASHFLOW

D1.0 BUDGET TABLE

			Other Contributions			
	A	B	C	D	E	F
Project Expense	**Total Project Budget**	**Amount from Funds**	**Recipient Total**	**Recipient Cash**	**Recipient In-kind**	**Other Cash or In-kind**
TECHNOLOGY & EQUIPMENT COSTS						
Work bench	$1,000.00	$0.00	$1,000.00	$0.00	$1,000.00	$0.00
Purchase MPDetect	$15,000.00	$15,000.00	$0.00	$0.00	$0.00	$0.00
Purchase AcoustiPure	$17,000.00	$17,000.00	$0.00	$0.00	$0.00	$0.00
Sub-total	**$33,000.00**	**$32,000.00**	**$1,000.00**	**$0.00**	**$1,000.00**	**$0.00**
PROFESSIONAL & CONTRACTED SERVICES						
Algoma	$10,999.00	$4,999.00	$6,000.00	$0.00	$6,000.00	$0.00
SSMIC	$12,599.00	$4,999.00	$7,600.00	$0.00	$7,600.00	$0.00
AbbaTek	$28,000.00	$2,000.00	$26,000.00	$0.00	$26,000.00	$0.00
Sub-total	**$51,598.00**	**$11,998.00**	**$39,600.00**	**$0.00**	$0.00	$0.00
STAFFING & PERSONNEL COSTS						
City staff	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00
Sub-total	**$5,000.00**	**$5,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
MATERIALS & SUPPLIES						
Samples and shipping	$500.00	$500.00	$0.00	$0.00	$0.00	$0.00

			Other Contributions			
	A	B	C	D	E	F
Project Expense	**Total Project Budget**	**Amount from Funds**	**Recipient Total**	**Recipient Cash**	**Recipient In-kind**	**Other Cash or In-kind**
Educational sign for heritage trail	$200.00	$200.00				
Public event material	$300.00	$300.00				
Sub-total	**$1,000.00**	**$1,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
HONORARIA						
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sub-total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
BUDGET TABLE TOTAL	**$90,598.00**	**$49,998.00**	**$40,600.00**	**$3,946,200.00**	**$40,600.00**	**$0.00**

D2.0 NOTES TO BUDGET TABLE

D2.1 BUDGET TABLE COLUMNS

(a) **Budget Flexibility.** Pursuant to sub-section 7.3, the Recipient may, in its sole discretion, reallocate the amounts in columns D, E and F, Other Contributions, among the expense lines in the Budget table in Section D1.0 without amendment to this Agreement.

i. Funds in column B, Amount from Funds, cannot be moved to any expense line without prior approval from the Cities Initiative.

(b) **Other Contributions.** The Recipient confirms that it will be contributing a minimum amount of $40,600.00 in in-kind contributions to the Project, regardless of the amount of funding from other sources.

D2.2 ELIGIBLE EXPENSES

The following Budget notes are intended to provide clarity to the Recipient on how the Funds may be spent.

(a) **Ineligible costs.** For clarity, in addition to any other costs identified or described as ineligible in the Agreement, the following is a non-exhaustive list of costs for which the Cities Initiative will not provide any Funds, unless explicitly stated otherwise in this Agreement:

i. **Fundraising**: any costs related to developing a business case, funding proposal or other activity with a similar aim;

ii. **Lobbying:** any costs related to activities undertaken with the actual or perceived intention of lobbying;

iii. **Non-Project costs:** any costs not directly related to the Project;

iv. **Pre-Project costs:** any costs incurred prior to the Effective Date;

v. **Overhead:** fixed or variable costs incurred by the Recipient regardless of the Project (e.g., mortgage, rent, insurance, hydro for the Recipient's regular operations, except for staff);

vi. **Voluntary payments:** amounts voluntarily paid by the Recipient for services or other contributions to the Project, where payment is not being requested by the service provider or contributor;

vii. **Refunded costs:** any costs that have been refunded or reimbursed through any other agreement of by any third party;

viii. **Refundable expenses:** costs deemed ineligible in accordance with Section 7.0(d);

ix. **Amortization:** amortization, depreciation, capital cost allowance or similar with respect to any tangible or intangible assets which were not purchased with the Funds;

x. **Flow-through ineligible costs:** any costs incurred by third parties (e.g. consultant expenses charged back to the Recipient) that would otherwise be ineligible or beyond the limits set by this Agreement (e.g., mileage limits) if they were directly incurred by the Recipient; and

xi. Any costs which the Cities Initiative informs the Recipient it considers, in its sole discretion, to be an inappropriate expenditure of public funds.

D3.0 CASH FLOW TABLE

Expenditure Detail	Total Funds Requested	Sep-Dec 2026	Jan-Apr 2027	May-Aug 2027	Sep-Dec 2027	Jan-Mar 2028	Forecast Total
Technology and Equipment Costs	$32,000.00	$15,000.00	$17,000.00				$32,000.00
Professional and Contracted Services	$11,998.00		$2,000.00	$4,999.00		$4,999.00	$11,998.00
Staffing and Personnel Costs	$5,000.00	$5,000.00					$5,000.00
Materials and Supplies	$1,000.00			$1,000.00			$1,000.00
Honoraria	$0.00						$0.00
Total	**$49,998.00**	**$20,000.00**	**$19,000.00**	**$5,999.00**	**$4,999.00**	**$4,999.00**	**$49,998.00**

- END OF BUDGET AND CASH FLOW -

SCHEDULE E: PAYMENT SCHEDULE

E1.0 PAYMENT TABLE

CRITERIA	AMOUNT
Following the Cities Initiative's execution of Funding Agreement	$44,999.00
Following the Cities Initiative's approval of the Final Report as set out in Section 9.1(b).	$4,999.00
TOTAL	**$49,998.00**

NOTE: The amounts above may be adjusted pursuant to the terms and conditions of the Agreement, including Section 7.0.

- END OF PAYMENT SCHEDULE -

SCHEDULE F: COMMUNICATIONS PROTOCOL

F1.0 PURPOSE

(a) The Communications Protocol:

i. outlines the roles and responsibilities of the Parties to this Agreement with respect to communications activities and products related to the Project funded under this Agreement ("Project"); and

ii. guides the planning, development, and implementation of communications activities and products related to the Project to ensure clear, consistent, and coordinated communications to the public.

(b) The provisions outlined in this Communications Protocol apply to all communications activities and products related to the Project under this Agreement.

F2.0 GUIDING PRINCIPLES

(a) Communications activities and products (joint and individual) will follow the respective communications policies of the Parties to ensure that Ontarians receive consistent information about the Project and its benefits.

(b) Where appropriate, the Parties should organize joint communications about the Project that will inform Ontarians through clear, consistent, and coordinated public information activities.

(c) Communications activities and products related to the Project will start only once the Agreement is signed and can be planned through the duration of the Project. This can include the initial funding announcement, progress updates, and/or the completion of the Project.

F3.0 COMMUNICATING WITH THE PUBLIC

(a) Distribution of communications activities and products should not occur without the prior knowledge and agreement of the Parties.

(b) The Recipient should discuss their needs and timelines with the Cities Initiative as soon as they start planning any communications strategy.

(c) Either Party may request a joint announcement, and the Recipient should give the Cities Initiative a reasonable notice of at least fifteen (15) business days.

(d) Unless otherwise agreed to by the Cities Initiative, any communications products and activities must recognize the financial support of the Local Blue Economy Growth Fund, the Cities Initiative, and the Province in a manner to be provided by the Cities Initiative.

F4.0 JOINT COMMUNICATIONS

(a) Each Party can request the other to participate in joint communications about the funding of the Project in the form of a formal public announcement. This could include a press conference, a public announcement, a news release, or social media publication. However, the Cities Initiative shall be the lead organizer for joint communications.

(b) Joint communications related to the Project under this Agreement shall not occur without the prior knowledge and agreement of the Parties.

(c) Unless otherwise agreed to by the Cities Initiative, all joint communications activities and products approved by the Parties shall recognize the financial support of the Cities Initiative and the Recipient as per Section F3.0(d).

(d) If the communications activity is a public event, it should take place at a mutually agreed-upon date, time, and location. The requesting Party should provide an equal opportunity for the other Party to participate and choose their own designated representatives.

(e) The conduct of all joint communications will follow the respective communications policies of both the Cities Initiative and the Recipient.

F5.0 INDIVIDUAL COMMUNICATIONS

(a) Notwithstanding Section F4.0, the Parties retain the right to meet their individual obligations, if any, to communicate information to their Constituents about the Project through their individual communications.

(b) The Parties may include general Project messaging and examples of Project-related activities funded in their individual communications.

(c) The Parties will not unreasonably restrict the use of such content by the other Party, and if web or social media based, from linking to it.

F6.0 MEDIA RELATIONS

(a) When the Recipient wants support on media relations questions, they should contact

the Ontario Program Manager at lbegf@glslcities.org.

(b) Both Parties can receive and reply to media requests on the Project. The media questions may be the same for both the Cities Initiative and the Recipient, or they may be adapted. Each Party has the responsibility to reply directly to the questions, but they can consult the other Party to share insights and confirm approaches and content to be shared.

F7.0 SIGNAGE

(a) Should funding signage be deemed appropriate by both Parties, the Recipient should communicate with the Cities Initiative to determine how best to acknowledge the financial support of Local Blue Economy Growth Fund and the Cities Initiative and receive related materials.

(b) The Recipient may produce and install a physical sign, as appropriate, to recognize the financial support of the Local Blue Economy Growth Fund, the Cities Initiative and the Recipient. If the Recipient produces and installs a sign, it must communicate with the Cities Initiative in order to provide recognition guidelines.

(c) Digital signage may also be used in addition to, or in place of, a physical sign in cases where a physical sign would not be appropriate due to the Project type, scope, location, or duration.

- END OF COMMUNICATIONS PROTOCOL -